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*Proposed Counsel for Debtors*
*and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | | |
|---|---|---|
| **In re:** | : | **Chapter 11** |
| **ATLAS RESOURCE PARTNERS, L.P., *et al.*,** | : | **Case No. 16-12149 (___)** |
| **Debtors.**[1] | : | **(Joint Administration Pending)** |

[1] The Debtors and the last four digits of their taxpayer identification numbers (as applicable) are as follows: Atlas Resource Partners, L.P. (1625), Atlas Resource Finance Corporation (2516), Atlas Resource Partners Holdings, LLC (5285), Atlas Resources, LLC (2875), Viking Resources, LLC (5124), Resource Energy, LLC (5174), ARP Barnett, LLC (2567), ARP Barnett Pipeline, LLC (2295), Atlas Energy Tennessee, LLC (0794), Atlas Pipeline Tennessee, LLC (4919), ARP Rangely Production, LLC (1625), ARP Mountaineer Production, LLC (9365), Atlas Noble, LLC (5139), REI-NY, LLC (5147), Atlas Energy Indiana, LLC (0546), Atlas Barnett, LLC (4688), Atlas Energy Ohio, LLC (5198), ARP Oklahoma, LLC (5193), ARP Production Company, LLC (9968), ATLS Production Company, LLC (0124), Atlas Energy Colorado, LLC (0015), Resource Well Services, LLC (5987), Atlas Energy Securities, LLC (5987), ARP Eagle Ford, LLC (6894). The address of the Debtors' corporate headquarters is Park Place Corporate Center One, 1000 Commerce Drive, Suite 400, Pittsburgh, PA 15275.

**DEBTORS' MOTION FOR ORDER (I) SCHEDULING COMBINED HEARING ON ADEQUACY OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN, (II) ESTABLISHING PROCEDURES IN CONNECTION WITH DISCLOSURE STATEMENT AND PLAN, (III) DIRECTING DEFERRAL OF SECTION 341(a) MEETING UNTIL CONFIRMATION OF PLAN, (IV) APPROVING FORM, MANNER, AND SUFFICIENCY OF NOTICE OF COMBINED HEARING, AND COMMENCEMENT OF CHAPTER 11 CASES, AND (V) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Atlas Resource Partners, L.P. ("ARP") and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors" or the "Company"), hereby move (the "Motion") for entry of an order (the "Scheduling Order") substantially in the form attached hereto as Exhibit A, granting the following procedural relief: (i) scheduling a combined hearing ("Combined Hearing") on the approval of the Debtors' disclosure statement (the "Disclosure Statement") and confirmation of the joint prepackaged plan of reorganization of ARP and certain of its affiliates (the "Prepackaged Plan" or "Plan"); (ii) establishing procedures and deadlines in connection with solicitation, voting, and confirmation, including a deadline to object to the adequacy of the Disclosure Statement and the Plan (the "Objection Deadline"); (iii) directing the deferral of the meeting of creditors pursuant to section 341(a) of title 11 of the United States Code (the "Bankruptcy Code"); (iv) approving the form, manner, and sufficiency of the combined notice ("Combined Notice") of the Combined Hearing and the commencement of these chapter 11 cases (the "Chapter 11 Cases") in the form attached hereto as Exhibit B; and (v) granting related relief. In support of the Motion, the Debtors rely upon and incorporate by reference the affidavit of Jeffrey M. Slotterback, Chief Financial Officer, in support of the chapter 11 petitions and first-day pleadings (the "First-Day

Affidavit"), filed concurrently herewith.[2] In further support of the Motion, the Debtors, by and through their proposed undersigned counsel, respectfully represent:

## JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The predicates for the relief requested herein are sections 105, 1125, 1126, and 1128 of the Bankruptcy Code and Rules 2002, 3016, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules").

## BACKGROUND

### A. The Chapter 11 Cases

3. On July 27, 2016 (the "Petition Date"), the Debtors commenced these Chapter 11 Cases, by filing a petition for relief under chapter 11 of the Bankruptcy Code. Substantially contemporaneous with the commencement of the Chapter 11 Cases, the Debtors filed their Plan and Disclosure Statement. The Debtors have also concurrently filed herewith a motion requesting joint administration of these Chapter 11 Cases.

4. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No creditors' committee has been appointed by the Office of the United

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[2] All capitalized terms not otherwise defined in this Motion have the meanings ascribed to such terms in the First-Day Affidavit.

States Trustee for the Southern District of New York (the "U.S. Trustee"), nor has a trustee or examiner has been appointed in the Chapter 11 Cases.

**B. The Debtors' Business and Corporate Structure**

5. Debtor ARP, a publicly-traded master-limited partnership, is an independent oil and natural gas company engaged in the exploration, development, and production of oil and natural gas properties with operations in basins across the United States. ARP's affiliated Debtors are certain of ARP's wholly-owned direct and indirect subsidiaries. The Debtors' strategy involves acquiring properties with stable, long-life production, relatively predictable decline curves and lower risk development opportunities. The Debtors also sponsor and manage investment partnerships (the "Drilling Partnerships") in which they co-invest, to develop and monetize a portion of their undeveloped natural gas, crude oil and natural gas liquids production activities. The Drilling Partnerships are not Debtors in these Chapter 11 Cases.

6. Non-Debtor Atlas Energy Group, LLC ("ATLS") is the general partner of ARP. ATLS owns 100% of ARP's Class A units, all of the incentive distribution rights through which it manages and effectively controls ARP, and approximately 23.3% of ARP's limited partner interests. ATLS also wholly owns or has interests in various other oil and gas subsidiaries (the "Non-Debtor Subsidiaries" and, together with ATLS and ARP's non-Debtor subsidiaries, the "Non-Debtor Affiliates"). Neither ATLS nor any of its subsidiaries, with the exception of ARP and certain of ARP's subsidiaries, is a Debtor in these Chapter 11 Cases.

7. Additional background information regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to these Chapter 11 Cases, is set forth in the First-Day Affidavit.

**C. The Restructuring Support Agreement and Prepackaged Plan**

8. The Debtors have filed the Chapter 11 Cases for purposes of effectuating a restructuring in accordance with the Prepackaged Plan. On July 25, 2016, the Debtors executed a restructuring support agreement (the "Restructuring Support Agreement") with their First Lien Lenders, Second Lien Lenders, and certain Noteholders (collectively, the "Restructuring Support Parties"), pursuant to which such Restructuring Support Parties agreed to support confirmation and, as applicable, vote in favor of the-Plan. Specifically, Restructuring Support Parties holding 100% of the amount of existing First Lien Claims, 100% of the amount of existing Second Lien Claims, and approximately 80% of the amount of existing Notes Claims have agreed to vote in favor of the Prepackaged Plan.

9. On July 25, 2016, the Debtors commenced the solicitation of their Plan. In particular, the Debtors solicited votes of the holders of First Lien Claims, Second Lien Claims and Notes Claims (as defined in the Prepackaged Plan), the only classes of voting creditors pursuant to the Plan, through the Disclosure Statement. The solicitation period for the Prepackaged Plan will remain open for another 26 days until, August 23, 2016, subject to the Court's approval.

10. The Prepackaged Plan contemplates a balance-sheet restructuring. In particular, the Plan provides for the full and final satisfaction of the Debtors' obligations under the First Lien Credit Agreement, the Second Lien Credit Agreement, and the Notes Indentures. To furnish the reorganized Debtors with liquidity upon emergence, the reorganized Debtors will enter into the Exit Facility Credit Agreement and the New Second Lien Credit Agreement in accordance with the Plan. The Plan also provides for the distributions of new equity of the reorganized Debtors to the holders of Notes Claims and Second Lien Claims. The remaining classes of claims, including General Unsecured Claims, are unimpaired under the Plan.

11. Treatment under the Prepackaged Plan can be summarized as follows:[3]

| Class | Designation | Treatment | Entitled to Vote |
|---|---|---|---|
| 1 | Priority Non-Tax Claims | Unimpaired | No (Presumed to accept) |
| 2 | Other Secured Claims | Unimpaired | No (Presumed to accept) |
| 3 | First Lien Claims | Impaired | Yes |
| 4 | Second Lien Claims | Impaired | Yes |
| 5 | Notes Claims | Impaired | Yes |
| 6 | General Unsecured Claims | Unimpaired | No (Presumed to accept) |
| 7 | Intercompany Claims | Unimpaired | No (Presumed to accept) |
| 8 | Intercompany Equity Interests | Unimpaired / Impaired | No (Presumed to accept or deemed to reject) |
| 9 | ARP Equity Interests | Impaired | No (Deemed to reject) |

12. As explained in the Plan, each holder of a claim or equity interest in an impaired class, not otherwise deemed to have rejected the Plan, shall be entitled to vote separately to accept or reject the Plan. The claims included in Classes 3, 4, and 5 are impaired and entitled to vote to accept or reject the Plan. The classes of Intercompany Claims and Intercompany Equity Interests (other than Intercompany Equity Interests held by ARP) are deemed to have accepted the Plan by virtue of proposing the Plan. All other classes of claims, including holders of General Unsecured Claims (as defined in the Plan) will remain unimpaired.

13. In accordance with the Bankruptcy Code and the solicitation procedures set forth herein, the Debtors commenced solicitation of claim holders in Classes 3, 4, and 5 (the "Voting Classes") prior to the Petition Date. In particular, on July 25, 2016, the Debtors caused their noticing, solicitation, and voting agent, Epiq Bankruptcy Solutions, LLC ("Epiq" or the "Voting Agent") to distribute a copy of the Prepackaged Plan, the Disclosure Statement, and a

[3] This summary (and any summary contained in this Motion) is for ease of reference only and is qualified in its entirety by reference to the full text of the Prepackaged Plan. This summary (and any summary contained in this Motion) does not modify, amend, or limit the proposed treatment set forth in the Plan. In the event of any inconsistency between this summary (or any summary contained in this Motion) and the Prepackaged Plan, the Plan shall govern.

form of ballot to indicate acceptance or rejection of the Plan (the "Ballot") (all such documents collectively, the "Solicitation Package") to holders of claims in the Voting Classes.

14. The Ballot instructions advised parties that in order for a Ballot to be counted, the Ballot must be properly executed, completed, and actually received by the Voting Agent no later than August 23, 2016 at 5:00 p.m. (prevailing Eastern time), unless such time is extended by the Debtors.

## RELIEF REQUESTED

15. These Chapter 11 Cases are "Prepackaged Chapter 11 case(s)" within the scope and definition of the Procedural Guidelines for Prepackaged Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of New York (the "Guidelines"). By this Motion, the Debtors request entry of the order granting the following procedural relief: (i) scheduling a Combined Hearing to approve the Debtors' Disclosure Statement and confirm the Plan, on August 26, 2016, subject to the Court's availability; (ii) establishing procedures and deadlines in connection with solicitation, voting, and confirmation; (iii) deferring the Section 341(a) meeting of creditors; (iv) approving the form, manner, and sufficiency of the Combined Notice and Publication Notice; and (v) granting related relief.

16. In particular, the Debtors propose the following schedule (all dates proposed herein, collectively, the "Proposed Schedule"):

| **Proposed Schedule** | |
|---|---|
| Voting Record Date | July 21, 2016 |
| Launch Solicitation | July 25, 2016 |
| Petition Date | July 27, 2016 |
| Distribution of Combined Notice | July 29, 2016 |

| | |
|---|---|
| Objection Deadline | August 19, 2016 |
| Voting Deadline | August 23, 2016 |
| Reply Deadline | August 25, 2016 |
| Combined Hearing | August 26, 2016[4] |

## BASIS FOR RELIEF

### A. The Combined Hearing

17. Section 105(d)(2)(B)(vi) of the Bankruptcy Code authorizes the Court to combine a hearing on a disclosure statement with a hearing on confirmation of a plan of reorganization. Additionally, Part XI of the Guidelines provides that a hearing on a debtor's "compliance with either 11 U.S.C. § 1126(b)(1) or 11 U.S.C. § 1126(b)(2), as applicable, and on confirmation of the plan prepackaged chapter 11 case shall be combined whenever practicable." Given that these are "prepackaged" Chapter 11 Cases and solicitation of the Voting Classes has already commenced, and in order to meet the timeline set forth in the Restructuring Support Agreement and minimize the instability caused by a bankruptcy filing upon the Company's operations, a Combined Hearing on the adequacy of the Disclosure Statement and confirmation of the Prepackaged Plan is practicable and appropriate in these Chapter 11 Cases.

18. A Combined Hearing in these Chapter 11 Cases will promote judicial economy and will allow the Debtors to expeditiously effectuate their restructuring and preserve value. The adverse effects of the Chapter 11 Cases upon the Debtors' businesses and going concern value will be minimized, and the benefit to creditors maximized, through prompt distributions to holders of claims against and interests in the Debtors and the reduction of

4 The proposed Combined Hearing date is subject to the Court's availability.

administrative expenses of the estates. Such benefits are the hallmarks of a prepackaged plan of reorganization. Therefore, the Debtors request entry of the Scheduling Order, pursuant to section 105(d)(2)(B)(vi) of the Bankruptcy Code, setting a date for the Combined Hearing for the Court to consider (a) the adequacy of the Disclosure Statement and (b) confirmation of the Prepackaged Plan.

19. In accordance with the Bankruptcy Rules and the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Bankruptcy Rules"), such a hearing must be held on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest, and objections must be filed not later than seven days prior to the hearing on confirmation of the plan unless the Court orders otherwise. See Fed. R. Bankr. P. 3017(a); Local Bankr. Rule 3020-1. Bankruptcy Rule 2002(b) also requires that creditors, equity security holders and other parties in interest be provided with at least 28 days' notice of the objection deadline for objections to the adequacy of a disclosure statement.

20. The Debtors submit that their Proposed Schedule complies with the aforementioned requirements. In accordance with the Restructuring Support Agreement, the Debtors seek to have a Combined Hearing no later than 30 days after the Petition Date and an order entered confirming the Plan no later than five business days after the conclusion of such hearing.

21. As such, the Debtors request that the Court schedule the Combined Hearing and approve the proposed Scheduling Order. The Debtors further request that the Scheduling Order provide that the Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court

or at the Combined Hearing and that notice of such adjourned date(s) will be available on the electronic case filing docket.

22. It is in the best interest of the Debtors, their estates, creditors, and parties in interest to hold the Combined Hearing as soon as practicable, consistent with the timing requirements of the Bankruptcy Code, Bankruptcy Rules, and the Guidelines. The Proposed Schedule affords all parties in interest sufficient notice of the Combined Hearing. All other parties in interest—parties not entitled to vote on the Prepackaged Plan—will be provided an opportunity to obtain a copy of the Prepackaged Plan and the Disclosure Statement with sufficient time to evaluate such documents prior to the proposed Combined Hearing and the Objection Deadline. Therefore, no party in interest will be prejudiced by the relief requested herein.

**B. The Proposed Schedule**

23. Bankruptcy Rule 3017(c) provides that "[o]n or before approval of the disclosure statement, the court . . . may fix a date for the hearing on confirmation." Fed. R. Bankr. P. 3017(c). Moreover, Bankruptcy Rule 2002(b) requires that all creditors be given at least 28 days' notice by mail of the time fixed for filing objections to approval of a disclosure statement or confirmation of a plan of reorganization, subject to the discretion of the Bankruptcy Court to reduce such time period under Bankruptcy Rule 9006(c)(1). Fed. R. Bankr. P. 2002(b). Local Rule 3020-1 additionally provides that objections to confirmation of such plan of reorganization must be filed not later than seven days prior to the hearing on confirmation unless the Court orders otherwise.

24. As set forth above, the Debtors propose that the Combined Hearing be set, subject to the Court's schedule, on August 26, 2016.

25. The Debtors further propose that the Court direct that any objections ("Objections") with respect to the solicitation and tabulation procedures described in this Motion (collectively, the "Solicitation Procedures"), Disclosure Statement, and/or the Prepackaged Plan must (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; (d) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (e) be filed with the Bankruptcy Court; and (f) be served in accordance with General Order M-399 no later than 5:00 p.m. (Prevailing Eastern Time) on the Objection Deadline of August 19, 2016 on the following parties:

(a) Atlas Resource Partners, L.P.
1845 Walnut Street, 10th Floor
Philadelphia, Pennsylvania 19118
Tel.: (215) 717-3387
Fax: (215) 405-3823
Attn: Lisa Washington, General Counsel

With copies to:

(b) Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telephone: (212) 735-3000
Fax: (212) 735-2000
Attn: David Turetsky
Email: david.turetsky@skadden.com

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Attn: Ron E. Meisler
Email: ron.meisler@skadden.com
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Attn: Carl T. Tullson
Email: carl.tullson@skadden.com

(c) Linklaters LLP
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Attn: Margot B. Schonholtz
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Attn: Penelope J. Jensen
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(d) Latham & Watkins LLP
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(f)

Lindquist & Vennum LLP
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

Attn: Mark C. Dietzen, Esq.
Phone: (612) 371-2452
Fax: (612) 371-3207
Email: MDietzen@lindquist.com

(g) Office of the United States Trustee for Region 2
201 Varick Street, Suite 1006
New York, NY 10014
Attn: Andy Velez-Rivera
Phone: (212)510-0500

(h) Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, TX 77002
Attn: Troy Harder
Phone: (713) 223-2300
Email: Troy.Harder@bracewelllaw.com

26. The Objection Deadline will allow the Debtors sufficient time to respond to any Objections with respect to the Disclosure Statement, the Solicitation Procedures, and/or the Prepackaged Plan. In addition, the Debtors propose that they will file their brief and affidavit in support of confirmation and a reply to any Objections no later than one business day before the Combined Hearing. The Proposed Schedule for the Combined Hearing, including the fixing of the Objection Deadline, is in the best of the Debtors, their estates, creditors, and all parties in interest.

**C. Deferral of Section 341(a) Meeting**

27. Section 341(a) of the Bankruptcy Code requires that the first meeting of creditors be held within a "reasonable" time after the Petition Date. Part VIII.A of the Guidelines specifies that, unless the Court determines that a meeting of creditors is unnecessary pursuant to section 341(a) (the "Section 341(a) Meeting"), the Debtors must give notice of the date, time, and place of such meeting. Furthermore, Part X.B.2 of the Guidelines provides that the notice must be given that the Section 341(a) Meeting will not be convened if the Prepackaged Plan is

confirmed prior to the date set forth for the meeting and the order confirming the Prepackaged Plan contains a provision waiving the convening of such meeting.

28. Given the timeline for confirmation of the Prepackaged Plan requested by the Debtors in this Motion, the Debtors propose that the Court direct that (i) the Section 341(a) Meeting be deferred until confirmation of the Prepackaged Plan and (ii) the Section 341(a) Meeting need not be convened unless the Prepackaged Plan is not confirmed within 60 days after the Petition Date or such later date as may be determined by the Court. The Debtors propose that if the Prepackaged Plan is confirmed within 60 days after the Petition Date, the Section 341(a) Meeting need not be held. If, on the other hand, the Section 341(a) Meeting will be convened, the Debtors will file, serve notice, and post on its claims agent's website at http://dm.epiq11.com/Atlas, not less than seven days before the date scheduled for such meeting, a notice of the date, time, and place of the Section 341(a) Meeting.

**D. Approval of Form, Manner, and Sufficiency of Combined Notice**

29. A debtor is required to provide all creditors, equity holders, and parties in interest with notice of the commencement of the chapter 11 case. In addition, Part X.A of the Guidelines requires that notice of the filing of a prepackaged plan and disclosure statement and of the hearing to consider compliance with disclosure requirements and confirmation of the Prepackaged Plan must be given to all parties in interest. Bankruptcy Rule 2002(a) provides, in relevant part, that "the clerk, or some other person as the court may direct shall give the debtor, the trustee, all creditors and indenture trustees at least 21 days' notice by mail of the meeting of creditors under § 341 or § 1104(b) of the Code." Part VIII.A of the Guidelines provides that the debtor shall notify creditors of the date, time, and place of the Section 341(a) Meeting and that the date set for such meeting should be no more than 40 days after the filing of the petition.

30. In these Chapter 11 Cases, it would be efficient and cost-effective if the Debtors were permitted to serve parties in interest with a Combined Notice of these events rather than individual notices. Therefore, the Debtors request authorization, in accordance with this Court's authority pursuant to Bankruptcy Rule 9007 and in accordance with the Guidelines, to mail, or cause to be mailed by first-class mail within one business day after the entry of the Scheduling Order, the Combined Notice.

31. Among other things, the Combined Notice sets forth (i) notice of the commencement of the Chapter 11 Cases; (ii) the date, time, and place of the Combined Hearing; (iii) instructions for obtaining copies of the Disclosure Statement and Prepackaged Plan; (iv) a summary of the Prepackaged Plan, including a chart summarizing Prepackaged Plan distributions; and (v) the deadline and procedures for objecting to the Disclosure Statement, the Solicitation Procedures, and confirmation of the Prepackaged Plan. In addition, the Combined Notice informs parties in interest of deferral of the Section 341(a) Meeting until confirmation of the Prepackaged Plan, and that such meeting will not be convened if the Prepackaged Plan is confirmed within 60 days after the Petition Date. Accordingly, the Combined Notice complies with requirements of Parts VIII and X.B of the Guidelines.

32. The Debtors intend to serve the Combined Notice on the following notice parties ("Notice Parties"): (a) the Office of the United States Trustee for Region 2, (b) the holders of the 40 largest unsecured claims against the Debtors (on a consolidated basis), (c) Linklaters LLP, counsel for the First Lien Agent, (d) Lindquist & Vennum LLP, counsel for the Second Lien Agent, (e) Latham & Watkins LLP, counsel for the Second Lien Lenders, (f) Akin, Gump, Strauss, Hauer & Feld LLP, counsel for the Ad Hoc Group, (g) Bracewell, LLP, counsel for the Indenture Trustees, (h) the Securities and Exchange Commission, (i) the Internal Revenue

Service, (j) the United States Attorney's Office for the Southern District of New York; (k) Utility Companies; (l) Taxing Authorities; (m) Sureties; and (n) the insurance providers under the Insurance Policies.

33. In addition to the Combined Notice, the Debtors propose to publish a notice (the "Publication Notice"), substantially in the form attached hereto as Exhibit C, in The New York Times (National Edition), and another publication determined by the Debtors. Moreover, notice of commencement of the Chapter 11 Cases will be filed with the Securities and Exchange Commission on Form 8-K and, thus, will be available to interested parties through the Securities and Exchange Commission's EDGAR website.

34. Further, the Debtors propose to post to a website (the "Website") maintained by the Voting Agent various chapter 11 documents, including the following: (a) the Prepackaged Plan, (b) the Disclosure Statement, (c) this Motion and any orders entered in connection with this Motion, and (d) the Combined Notice. The website address is: http://dm.epiq11.com/Atlas.

35. The Debtors submit that aforementioned proposed service process will provide sufficient notice to all parties in interest of the commencement of the Chapter 11 Cases, the date, time, and place of the Combined Hearing, and the procedures for objecting to the adequacy of the Disclosure Statement or the confirmation of the Prepackaged Plan. In addition, the Publication Notice will provide sufficient notice to persons who did not otherwise receive notice pursuant to the Combined Notice. Bankruptcy Rule 2002(l) permits the Court to order "notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." In accordance therewith, the Debtors are not required to mail a copy of

the Plan or Disclosure Statement to holders of Claims or Equity Interests that are (a) unimpaired and conclusively presumed to accept the Plan or (b) are impaired and deemed to reject the Plan.

36. As such, notice procedures set forth above constitute good and sufficient notice of the Combined Hearing, the commencement of the Chapter 11 Cases, the deferral of the Section 341(a) Meeting until confirmation of the Prepackaged Plan, and the deadline and procedures for objecting to the approval of the Solicitation Procedures, adequacy of the Disclosure Statement, and confirmation of the Prepackaged Plan, and no other or further notice is necessary.

**E. Approval of the Solicitation Procedures**

37. As described herein, the Debtors distributed the Disclosure Statement and solicited approval of the Prepackaged Plan prior to the commencement of the Chapter 11 Cases from the Voting Classes. The Voting Deadline was established for August 23, 2016, in compliance with applicable nonbankruptcy law, if any. Section 1126(b) of the Bankruptcy Code specifically provides that:

> [A] holder of a claim or interest that has accepted or rejected the [Prepackaged Plan] before the commencement of the case under this title is deemed to have accepted or rejected such [Prepackaged Plan], as the case may be, if – (1) the solicitation of such acceptance or rejection was in compliance with any applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation; or (2) if there is not any such law, rule, or regulation, such acceptance or rejection was solicited after disclosure to such holder of adequate information, as defined in section 1125(a) of this title.

11 U.S.C. § 1126(b). Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and equity interests for the purpose of soliciting their votes to accept or reject a [Prepackaged Plan] of reorganization. Bankruptcy Rule 3017(e) provides that "the court shall consider the procedures for transmitting the documents and information required by [Bankruptcy Rule 3017(d)] to beneficial holders of stock, bonds, debentures, notes, and other securities,

determine the adequacy of such procedures, and enter any orders as the court deems appropriate." Fed. R. Bankr. P. 3017(e). As set forth herein, the Solicitation Package and prepetition Solicitation Procedures utilized by the Debtors are in compliance with the Bankruptcy Code and Bankruptcy Rules.

38. The Debtors have further worked to ensure that the solicitation of the Prepackaged Plan is in compliance with the Guidelines. Specifically, Part III.C of the Guidelines provides that in cases where chapter 11 petitions are filed after solicitation has commenced, but before expiration of the applicable Voting Deadline, "[t]he Debtor and other parties in interest shall be permitted to accept but not solicit ballots until the Voting Deadline." Because the Debtors will only accept, but not solicit Ballots until the Voting Deadline, the Solicitation Procedures are in compliance with the Guidelines.

**F. Record Date**

39. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a prepackaged plan of reorganization, "creditors and equity security holders shall include holders of stock, bonds, debentures, notes and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing." Fed R. Bankr. P. 3017(d). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes. Bankruptcy Rule 3018(b) provides that "[a]n equity security holder or creditor whose claim is based on a security of record . . . shall not be deemed to have accepted or rejected the [Prepackaged Plan] . . . unless the equity security holder or creditor was the holder of record of the security on the date specified in the solicitation of such acceptance or rejection for the purposes of such solicitation." Fed. R. Bankr. P. 3018(b).

40. The Solicitation Packages clearly identified July 21, 2016 as the record date ("Record Date") for determining which holders of claims and equity interests were entitled to vote to accept or reject the Prepackaged Plan. Accordingly, the Debtors' designation of the Record Date conforms to the applicable Bankruptcy Rules.

**G. Approval of Voting Deadline**

41. On July 25, 2016, the Debtors caused the Voting Agent to distribute the Solicitation Packages to holders of claims and interest in the Voting Classes. The Debtors established 5:00 p.m. (prevailing Eastern time) on August 23, 2016 as the Voting Deadline, giving the holders of claims in the Voting Classes 29 calendar days (and 21 business days) to submit a completed Ballot to the Voting Agent. The Ballots stated in clear and conspicuous language that all Ballots must be properly executed, completed, and actually received by the Voting Agent no later than August 23, 2016 at 5:00 p.m. (prevailing Eastern time), unless such time is extended by the Debtors.

42. Bankruptcy Rule 3018(b) provides that prepetition acceptances or rejections of a Prepackaged Plan are valid only if the Prepackaged Plan was transmitted to substantially all the holders of claims or equity interests in each solicited class and the time for voting was not unreasonably short. See Fed. R. Bankr. P. 3018(b). Bankruptcy Rule 3018(b) also requires that the solicitation comply with section 1126(b) of the Bankruptcy Code. The Debtors submit that the Solicitation satisfies the standards set forth in Bankruptcy Rule 3018(b) and section 1126(b) of the Bankruptcy Code.

43. As discussed above, the Solicitation Package was transmitted to all the holders of claims in the Voting Classes. Moreover, the solicitation period of at least 20 business days gives holders of claims in the Voting Class sufficient time to review the Disclosure

Statement and Prepackaged Plan. Given the circumstances of the case and the solicitation process, the solicitation period is not "unreasonably short."

44. Many of the holders of claims within the Voting Class are sophisticated institutional creditors, with substantial knowledge of the Debtors' businesses and operations.

45. Moreover, before the commencement of solicitation, the Debtors, holders of the First Lien Claims, holders of the Second Lien Claims and many holders of the Notes Claims spent a substantial amount of time negotiating a restructuring of the Debtors' capital structure—a process that culminated in the Prepackaged Plan and the Restructuring Support Agreement. As such, prior to the commencement of solicitation, many of the holders of claims in the Voting Classes were already intimately familiar with the terms of the Prepackaged Plan and Disclosure Statement. Indeed, under the terms of the Restructuring Support Agreement, which was executed on July 25, 2016, the Restructuring Support Parties are obligated to vote their claims in favor of the Prepackaged Plan. Finally, as discussed above, the Solicitation Packages were transmitted to the Voting Classes on July 25, 2016, providing such holders with the ability to review the Prepackaged Plan and Disclosure Statement immediately upon transmission.

46. Accordingly, holders of claims eligible to vote on the Plan were well informed as to all material terms of the Prepackaged Plan well before solicitation commenced and had sufficient time to consider the materials in the solicitation package to make a well-informed voting decision.

47. The Debtors respectfully submit that holders of claims have had or will have had adequate time to consider the Plan and Disclosure Statement and submit a Ballot before the applicable Voting Deadline. See, e.g., In re Fairway Grp. Holdings, Corp., Case No. 16-

11241 (MEW) (Bankr. S.DN.Y. June 8, 2016 (approving ten-day solicitation period); In re Genco Shipping & Trading Ltd., Case No. 14-11108 (Bankr. S.D.N.Y. June 19, 2014) (approving twenty business day solicitation period); In re Sbarro LLC, Case No. 14-10557 (MG) (Bankr. S.D.N.Y. March 10, 2014) (approving five-day solicitation period).

48. Additionally, Part VII.A of the Guidelines provides that the "[u]nder ordinary circumstances," a court will approve as reasonable a "fourteen (14) day voting period, measured from the date of commencement of mailing" with respect to the solicitation of votes of holders of "securities which are not Publicly Traded Securities and for debt for borrowed money which is not evidenced by a Publicly Traded Security." However, section VII.B of the Guidelines also provides that "[n]othing herein is intended to preclude . . . a shorter voting period if it is justified in a particular case." In addition to the reasons set forth above, the voting period is justified in light of the risks inherent to the Debtor's operations in announcing the prepetition solicitation for the Prepackaged Plan, including deterioration of trade terms, the impact on customers, and other actions that would disrupt the Debtors' operations.

49. For all these reasons, the Debtors believe that the solicitation period is sufficient and appropriate for holders of claims in the Voting Classes to make an informed decision to accept or reject the Prepackaged Plan.

**H. Approval of Solicitation Package and Transmittal**

50. The Debtors caused the Solicitation Package to be transmitted to holders of claims in Classes 3, 4, and 5 on July 25, 2016 via first class mail, or via overnight delivery in the case of a broker, bank, or other nominees (or their proxy holder agent) (each of the foregoing, a "Nominee"). The Solicitation Package contained adequate information to enable holders of

claims in Classes 3, 4, and 5 to make a determination as to whether to accept or reject the Prepackaged Plan.

51. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot, which substantially conforms to Official Form No. 14 only to "creditors and equity security holders entitled to vote on the [Prepackaged Plan.]" Fed. R. Bankr. P. 3017(d). The Debtors distributed to holders of claims in Voting Classes 3, 4, and 5 Ballots substantially in the forms attached hereto as Exhibit D-1, Exhibit D-2, and Exhibit D-3 respectively. The form of the Ballot is based on Official Form No. 14, but has been modified to address the particular circumstances of these Chapter 11 Cases and to include certain additional information that is relevant and appropriate for creditors entitled to vote to accept or reject the Prepackaged Plan. See Fed. R. Bankr. P. 3017(d). Consistent with customary practice, after the initial delivery of Solicitation Packages the Voting Agent provided the Nominees with master ballots to record the votes cast by beneficial holder of Notes Claims.

52. As mentioned above, holders of claims against, or interests in, the Debtors in the remaining classes were not provided with a Solicitation Package. Such holders of claims or interests are either unimpaired and presumed to accept the Prepackaged Plan, or impaired and deemed to reject the Prepackaged Plan, pursuant to sections 1126(f) and (g) of the Bankruptcy Code.

## I. Approval of Procedures for Vote Tabulation

53. The Debtors respectfully request that the Court approve the voting and tabulation procedures described herein in accordance with section 1126(c) of the Bankruptcy Code. Section 1126(c) of the Bankruptcy Code provides as follows:

> A class of claims has accepted a [Prepackaged Plan] if such [Prepackaged Plan] has been accepted by creditors, other than any entity designated under subsection

> (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such [Prepackaged Plan.]

11 US.C. § 1126(c).

54. The Voting Agent will not count or consider for any purpose in determining whether the Prepackaged Plan has been accepted or rejected the following Ballots: (a) except in the Debtors' sole discretion, any Ballot received after the Voting Deadline, (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant, (c) any Ballot cast by a person or entity that does not hold a claim in Classes 3, 4, or 5, (d) any unsigned or non-original Ballot, (e) any form of ballot other than the official form of Ballot sent by the Voting Agent, or (f) except in the Debtors' sole discretion, any Ballot transmitted to the Voting Agent by, telecopy, facsimile, e-mail, or other electronic means. As specified on the Ballot, any Ballot that is otherwise properly completed, executed, and actually received by the Voting Agent, but does not indicate an acceptance or rejection of the Prepackaged Plan, or that indicates both an acceptance and rejection of the Prepackaged Plan will not be counted either as a vote to accept or to reject the Prepackaged Plan.

55. The Debtors required that the holders of claims in Classes 3, 4, and 5 vote all of their claims either to accept or reject the Prepackaged Plan. Notwithstanding Bankruptcy Rule 3018(a), and in accordance with Part VII.D of the Guidelines, the Debtors propose that whenever two or more Ballots are cast voting the same claim prior to the Voting Deadline, the last Ballot received prior to the Voting Deadline should be deemed to reflect the voter's intent and to thus supersede any prior Ballot(s), without prejudice to the Debtors' right to object to the validity of the second ballot on any basis permitted by law.

56. Similar procedures have been approved in other chapter 11 cases. See, e.g., In re Fairway Grp. Holdings, Corp., Case No. 16-11241 (MEW) (Bankr. S.D.N.Y. June 1, 2016); In re Sbarro, LLC, Case No. 14-10557 (MG) (Bankr. S.D.N.Y. May 19, 2014); In re QCE Fin. LLC, Case No. 14-10543 (REG) (Bankr. S.D.N.Y. May 12, 2014).

57. In sum, the tabulation procedures described herein provide for a fair and equitable voting process and should be approved in these Chapter 11 Cases.

### J. Non-Transmission of Plan and Disclosure Statement to Certain Holders of Claims and Interests

58. For the reasons set forth herein, the Debtors request a waiver of the Bankruptcy Rule requirement that the Debtors mail copies of the Prepackaged Plan and Disclosure Statement to holders of claims and equity interests presumed to accept or deemed to reject the Prepackaged Plan. See Fed. R. Bankr. P. 3017(d) (requiring transmission of court-approved disclosure statement to, inter alia, classes of unimpaired creditors and equity security holders). Because the Debtors solicited acceptances and rejections of the Prepackaged Plan on a prepetition basis, no disclosure statement was "approved" under Bankruptcy Rule 3017(d), and therefore Bankruptcy Rule 3017 is not applicable here. Further, Part X.A of the Guidelines provides that "[n]o further distribution of the [Prepackaged Plan] and disclosure statement (or other solicitation document) beyond that which occurred prepetition is required unless requested by a party-in-interest." The Debtors will make the Disclosure Statement and the Prepackaged Plan available at no cost on the Voting Agent's website (http://dm.epiq11.com/Atlas) and will include a summary of the Prepackaged Plan in the Combined Notice. Moreover, it would be a significant and unnecessary administrative burden on the Debtors to transmit the Disclosure Statement and Prepackaged Plan to holders of claims or interests that have been deemed to accept or reject the Prepackaged Plan. Accordingly, it is not appropriate to require the Debtors to

transmit copies of the Solicitation Package to the holders of claims or equity interests not entitled to vote to accept or reject the Prepackaged Plan.

**K. Debtors' Prepetition Solicitation Was Exempt from Registration and Disclosure Requirements Otherwise Applicable under Nonbankruptcy Law**

59. Section 1126(b) of the Bankruptcy Code provides that prepetition solicitation must comply with either generally applicable federal or state securities laws and regulations (including the registration and disclosure requirements thereof) or, if such laws and regulations do not apply, the solicited holders must receive "adequate information" under section 1125 of the Bankruptcy Code. Neither the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, nor any other federal or state securities laws or regulations governed the adequacy of the disclosure related to the Debtors' prepetition Solicitation Procedures. Therefore, the requirements of section 1126(b)(1) of the Bankruptcy Code are inapplicable to the Debtors' prepetition solicitation. As discussed more fully below, the Debtors will seek a determination from the Court at the Combined Hearing that all solicited holders received "adequate information," as defined in section 1125(a) of the Bankruptcy Code, in accordance with section 1126(b)(2) of the Bankruptcy Code.

**L. Ruling on Adequacy of the Disclosure Statement**

60. At the Combined Hearing, in addition to seeking confirmation of the Prepackaged Plan, the Debtors will seek the Court's ruling that the prepetition solicitation complied with section 1126(b)(2) of the Bankruptcy Code because the Disclosure Statement provided adequate information within the meaning of section 1125(a)(1) of the Bankruptcy Code.

61. Pursuant to section 1125 of the Bankruptcy Code, a prepackaged plan proponent must provide holders of impaired claims or interests with "adequate information"

regarding a debtor's proposed prepackaged plan of reorganization. Section 1125(a)(1) of the Bankruptcy Code provides:

> "[A]dequate information" means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material federal tax consequences of the [Prepackaged Plan] to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the [Prepackaged Plan.]

11 U.S.C. § 1125(a)(1).

62. The Disclosure Statement is extensive and comprehensive and contains descriptions and summaries of, among other things, (a) the Prepackaged Plan, (b) the transactions to be effected in connection with the Prepackaged Plan, (c) certain events preceding the commencement of the Chapter 11 Cases, (d) claims asserted against the Debtors' estates, (e) risk factors affecting the Prepackaged Plan, (f) a liquidation analysis, (g) financial information that would be relevant to creditors' determinations of whether to accept or reject the Prepackaged Plan, and (h) federal tax law consequences of the Prepackaged Plan.

63. Accordingly, and for the reasons that will be more fully established at the Combined Hearing, the Debtors will seek a ruling that the Disclosure Statement contains adequate information as defined in section 1125(a)(1) of the Bankruptcy Code and should be approved.

**M. Confirmation of Prepackaged Plan**

64. Pursuant to Section III.A.iii of the Guidelines, the Debtors represent that they are requesting confirmation of the Prepackaged Plan in accordance with section 1129(b) of the Bankruptcy Code.

65. The Prepackaged Plan satisfies all of the requirements for confirmation under the Bankruptcy Code. As noted above, the Debtors have requested that the Court schedule the Combined Hearing at which time the Debtors will seek confirmation of the Prepackaged Plan. Prior to the Combined Hearing, the Debtors will file a brief and/or affidavit in support of the Prepackaged Plan demonstrating that the Prepackaged Plan satisfies each requirement for confirmation and responding to any Objections to confirmation.

**NOTICE**

66. Notice of this Motion shall be given to the following parties: (a) the Office of the United States Trustee for Region 2, (b) the holders of the 40 largest unsecured claims against the Debtors (on a consolidated basis), (c) Linklaters LLP, counsel for the First Lien Agent, (d) Lindquist & Vennum LLP, counsel for the Second Lien Agent, (e) Latham & Watkins LLP, counsel for the Second Lien Lenders, (f) Akin, Gump, Strauss, Hauer & Feld LLP, counsel for the Ad Hoc Group, (g) Bracewell, LLP, counsel for the Indenture Trustees, (h) the Securities and Exchange Commission, (i) the Internal Revenue Service, and (j) the United States Attorney's Office for the Southern District of New York. In light of the nature of the relief requested, the Debtors submit that no other or further notice need be provided pursuant to Local Bankruptcy Rule 9013-1(b).

**NO PRIOR REQUEST**

67. No previous request for the relief sought herein has been made to this Court or any other court.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter orders, substantially in the form annexed hereto, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: New York, New York
July 28, 2016

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

*/s/ David M. Turetsky*
David M. Turetsky
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

– and –

Ron E. Meisler (*pro hac vice pending*)
Felicia Gerber Perlman (*pro hac vice pending*)
Carl T. Tullson (*pro hac vice pending*)
155 N. Wacker Drive
Chicago, Illinois 60606-1720
Telephone: (312) 407-0700
Fax: (312) 407-0411

*Proposed Counsel for Debtors and Debtors in Possession*

**EXHIBIT A**

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | | |
|---|---|---|
| **In re:** | : | **Chapter 11** |
| **ATLAS RESOURCE PARTNERS, L.P., *et al*.,** | : | **Case No. 16-12149 (___)** |
| **Debtors.**[1] | : | **(Joint Administered)** |

**ORDER (I) SCHEDULING COMBINED HEARING ON ADEQUACY OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN, (II) ESTABLISHING PROCEDURES IN CONNECTION WITH DISCLOSURE STATEMENT AND PLAN, (III) DIRECTING DEFERRAL OF SECTION 341(A) MEETING UNTIL CONFIRMATION OF PLAN, (IV) APPROVING FORM, MANNER, AND SUFFICIENCY OF NOTICE OF COMBINED HEARING AND COMMENCEMENT OF CHAPTER 11 CASES, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")[2] of the Debtors for an order (the "Order") (i) scheduling a Combined Hearing on the approval of the Debtors' Disclosure Statement and confirmation of the Prepackaged Plan; (ii) establishing procedures and deadlines in connection with solicitation, voting, and confirmation, including an Objection Deadline; (iii) directing the deferral of the 341(a) Meeting; (iv) approving the form, manner, and sufficiency of the Combined Notice; and (v) granting related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and

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1 The Debtors and the last four digits of their taxpayer identification numbers (as applicable) are as follows: Atlas Resource Partners, L.P. (1625), ARP Barnett Pipeline, LLC (2295), ARP Barnett, LLC (2567), ARP Eagle Ford, LLC (6894), ARP Mountaineer Production, LLC (9365), ARP Oklahoma, LLC (5193), ARP Production Company, LLC (9968), ARP Rangely Production, LLC (1625), Atlas Barnett, LLC (4688), Atlas Energy Colorado, LLC (0015), Atlas Energy Indiana, LLC (0546), Atlas Energy Ohio, LLC (5198), Atlas Energy Securities, LLC (5987), Atlas Energy Tennessee, LLC (0794), Atlas Noble, LLC (5139), Atlas Pipeline Tennessee, LLC (4919), Atlas Resource Finance Corporation (2516), Atlas Resource Partners Holdings, LLC (5285), Atlas Resources, LLC (2875), ATLS Production Company, LLC (0124), REI-NY, LLC (5147), Resource Energy, LLC (5174), Resource Well Services, LLC (5162), Viking Resources, LLC (5124). The address of the Debtors' corporate headquarters is Park Place Corporate Center One, 1000 Commerce Drive, Suite 400, Pittsburgh, PA 15275.

2 Capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Motion.

the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and upon consideration of the First-Day Affidavit and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by the Motion is in the best interests of the Debtors, their estates, their creditors, their stakeholders, and other parties in interest; and after due deliberation thereon, and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is GRANTED as set forth herein.

2. The Combined Hearing (at which time the Bankruptcy Court will consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Prepackaged Plan) will be held before the Honorable _________________, United States Bankruptcy Judge, in court room __ of the United States Bankruptcy Court, One Bowling Green, New York, NY 10004, on _______________, 2016 at _:__ _.m. (prevailing Eastern time). The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Combined Hearing and notice of such adjourned date(s) will be available on the electronic case filing docket. Any objections to the approval of the Disclosure Statement, the Solicitation Procedures, or confirmation of the Prepackaged Plan must: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; (d) conform to the Bankruptcy Rules and the Local Rules; (e) be filed with the Bankruptcy Court; and (f) be served in accordance with

General Order M-399 no later than 5:00 p.m. (prevailing Eastern time) on [___________], 2016 (the "Objection Deadline"), on the following parties:

(a) Atlas Resource Partners, L.P.
1845 Walnut Street, 10th Floor
Philadelphia, Pennsylvania 19118
Attn: Lisa Washington, General Counsel
Tel.: (215) 717-3387
Fax: (215) 405-3823

With copies to:

(b) Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telephone: (212) 735-3000
Fax: (212) 735-2000
Email: david.turetsky@skadden.com
Attn: David Turetsky

155 North Wacker Drive
Suite 2700
Chicago, Illinois 60606
Tel.: (312) 407-0700
Fax.: (312) 407-0411
Attn: Ron E. Meisler
Email: ron.meisler@skadden.com
Attn: Felicia Gerber Perlman
Email: fperlman@skadden.com
Attn: Carl T. Tullson
Email: carl.tullson@skadden.com

(c) Linklaters LLP
1345 Avenue of the Americas
New York, New York 10105
Tel.: (212) 903-9000
Fax.: (212) 903-9100
Attn: Margot B. Schonholtz
Email: margot.schonholtz@linklaters.com
Attn: Penelope J. Jensen
Email: penelope.jensen@linklaters.com

(d) Latham & Watkins LLP
885 Third Avenue

New York, NY 10019
Attn: Adam J. Goldberg
Tel.: (212) 906-1828
Fax.: (212) 751-4864
Email: adam.goldberg@lw.com
Attn: Jonathan Rod
Tel.: (212) 906-1363
Fax: (212) 751-4864
Email: jonathan.rod@lw.com

(e) Akin, Gump, Strauss, Hauer & Feld LLP
1333 New Hampshire Avenue, N.W.
Washington, DC 20036-1564
Attn: Scott L. Alberino
Tel: (202) 887-4027
Fax: (202) 887-4288
Email: salberino@akingump.com

Akin, Gump, Strauss, Hauer & Feld LLP
1999 Avenue of the Stars, Suite 600
Los Angeles, CA 90067-3010
Attn: David Simonds
Tel.: (310) 229-1000
Fax: (310) 229-1001
Email: dsimonds@akingump.com

(f)

Lindquist & Vennum LLP
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Attn: Mark C. Dietzen, Esq.
Phone: (612) 371-2452
Fax: (612) 371-3207
Email: MDietzen@lindquist.com

(g) Office of the United States Trustee for Region 2
201 Varick Street, Suite 1006
New York, NY 10014
Attn: Andy Velez-Rivera

(h) Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, TX 77002
Attn: Troy Harder
Email: Troy.Harder@bracewelllaw.com

3. Objections, if any, not timely filed and served in the manner set forth above shall not be considered and shall be overruled.

4. The Debtors shall file their brief in support of confirmation of the Prepackaged Plan, and their reply to any objections no later than one business day before the Combined Hearing.

5. The Debtors are authorized to combine the notice of the Combined Hearing, notice of the commencement of the chapter 11 cases, and notice of deferral of the Section 341(a) Meeting until confirmation of the Prepackaged Plan.

6. The form of Combined Notice is approved in its entirety, and the Debtors shall mail or cause to be mailed a copy of the Combined Notice or a summary thereof within one business day after the entry of this Scheduling Order upon the Notice Parties.

7. The Debtors are authorized to cause the Publication Notice to be published, substantially in the form attached to the Motion as Exhibit C, in The New York Times (National Edition), and another publication determined by the Debtors. Moreover, Public Notice of commencement of the Chapter 11 Cases as soon as is reasonably practicable after entry of this Scheduling Order and together with the service of the Combined Notice on the Notice Parties, is deemed to be sufficient and appropriate under the circumstances.

8. Prior to serving the Combined Notice and publishing the Publication Notice, the Debtor may fill in any missing dates and other information, correct any typographical errors, and make such other non-material, non-substantive changes as they deem appropriate to the Combined Notice or the Publication Notice.

9. Substantially contemporaneously with the service of the Combined Notice, the Debtors shall cause to be posted to their Website maintained by the Voting Agent,

various chapter 11 related documents, including, among others, the following: (a) the Prepackaged Plan, (b) the Disclosure Statement, (c) the Motion and any orders entered in connection with the Motion, and (d) the Combined Notice. The Debtors' Website address is: http://dm.epiq11.com/Atlas.

10. The notice procedures set forth above constitute good and sufficient notice of the Combined Hearing, the commencement of the Chapter 11 Cases, the deferral of the Section 341(a) Meeting until confirmation of the Prepackaged Plan, and the deadline and procedures for objecting to the approval of the Solicitation Procedures, adequacy of the Disclosure Statement, and confirmation of the Prepackaged Plan, and no other or further notice shall be necessary.

11. The Section 341(a) Meeting is deferred until confirmation of the Prepackaged Plan and need not be convened unless the Prepackaged Plan is not confirmed by 60 days after the Petition Date or such later date as may be determined by the Court.

12. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Motion.

13. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated New York, New York

________________________, 2016

____________________________________
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

| | |
|---|---|
| **In re:**<br><br>**ATLAS RESOURCE PARTNERS, L.P., *et al.*,**<br><br>**Debtors.** | **Chapter 11**<br>**Case No. 16-12149 (___)**<br>**(Jointly Administered)** |

### Notice of Chapter 11 Bankruptcy Case

**Chapter 11 bankruptcy cases concerning the debtors listed below were filed on July 27, 2016.** You may be a creditor of one of the debtors. You may want to consult an attorney to protect your rights. You are not being sued or forced into bankruptcy. **This notice has important information about the cases , including deadlines. Read all pages carefully.**

The filing of the cases imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the Debtors or the Debtors' property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the Debtors. Creditors cannot demand repayment from the Debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

All documents filed in the case will be available for inspection at the bankruptcy clerk's office at the address listed below or by accessing the Bankruptcy Court's website, www.nysb.uscourts.gov. In addition such documents can be viewed and/or obtained from the Debtors' proposed notice and claims agent, Epiq Bankruptcy Solutions, LLC ("Epiq"), at http://dm.epiq11.com/Atlas or by calling Epiq toll free at (888) 839-9491 or, if calling from outside the United States, at (503) 520-4482. Note that you need a PACER password and login to access documents on the Bankruptcy Court's website (a PACER password is obtained by accessing the PACER website, www.pacer.gov).

**The staff of the bankruptcy clerk's office cannot give legal advice. Do not file this notice with any proof of claim or other filing in the case.**

| 1. Debtors Full Names | Case Nos. | Employer ID Nos. (EIN) |
|---|---|---|
| Atlas Resource Partners, L.P. | 16-12149 (___) | 45-3591625 |
| ARP Barnett Pipeline, LLC | 16-12150 (___) | 61-1682295 |
| ARP Barnett, LLC | 16-12151 (___) | 90-0812567 |
| ARP Eagle Ford, LLC | 16-12152 (___) | 47-1846894 |
| ARP Mountaineer Production, LLC | 16-12153 (___) | 80-0959365 |
| ARP Oklahoma, LLC | 16-12154 (___) | 90-0815193 |
| ARP Production Company, LLC | 16-12155 (___) | 90-0999968 |
| ARP Rangely Production, LLC | 16-12156 (___) | 46-5641625 |
| Atlas Barnett, LLC | 16-12157 (___) | 26-2654688 |
| Atlas Energy Colorado, LLC | 16-12158 (___) | 45-2120015 |
| Atlas Energy Indiana, LLC | 16-12159 (___) | 26-3210546 |
| Atlas Energy Ohio, LLC | 16-12160 (___) | 20-5365198 |
| Atlas Energy Securities, LLC | 16-12161 (___) | 27-4735987 |
| Atlas Energy Tennessee, LLC | 16-12162 (___) | 26-2770794 |
| Atlas Noble, LLC | 16-12163 (___) | 20-5365139 |
| Atlas Pipeline Tennessee, LLC | 16-12164 (___) | 83-0504919 |
| Atlas Resource Finance Corporation | 16-12165 (___) | 90-0812516 |
| Atlas Resource Partners Holdings, LLC | 16-12166 (___) | 27-4735285 |
| Atlas Resources, LLC | 16-12167 (___) | 20-4822875 |
| ATLS Production Company, LLC | 16-12168 (___) | 46-3060124 |
| REI-NY, LLC | 16-12169 (___) | 20-5365147 |
| Resource Energy, LLC | 16-12170 (___) | 20-5365174 |
| Resource Well Services, LLC | 16-12171 (___) | 20-5365162 |
| Viking Resources, LLC | 16-12172 (___) | 20-5365124 |

| | | |
|---|---|---|
| **2.** | **All other names used by the Debtors in the last 8 years**<br>Atlas Resource Partners Holdings, LLC (f/k/a Atlas Energy Holdings Operating Company, LLC—name change on June 15, 2015 )<br>ARP Mountaineer Production, LLC (f/k/a ARP Mid-Continent, LLC—name change on February 11, 2014)<br>Atlas Barnett, LLC (f/k/a Titan Operating, LLC—name change on July 15, 2012)<br>Atlas Resources, LLC (d/b/a Atlas Energy Resources, Atlas Rockies, LLC, and Pennsylvania Atlas Resources, LLC) | |
| **3.** | **Address**<br>Park Place Corporate Center One, 1000 Commerce Drive, Suite 400, Pittsburgh, PA 15275 | |
| **4.** | **Attorney for Debtors**<br>Skadden, Arps, Slate, Meagher & Flom LLP<br>David M. Turetsky<br>Four Times Square<br>New York, New York 10036<br>Contact Phone: (212) 735-3000<br><br>Ron E. Meisler<br>Felicia Gerber Perlman<br>Carl T. Tullson<br>155 N. Wacker Drive<br>Chicago, Illinois 60606<br>Contact Phone: (312) 407-0700 | |
| **5.** | **Bankruptcy Clerk's Office**<br>United States Bankruptcy Court<br>Southern District of New York<br>One Bowling Green<br>New York, NY 10004 | Hours Open: 8:30 a.m. to 5:00 p.m.<br>Contact Phone: (212) 668-2870 |
| **6.** | **Filing a Chapter 11 Bankruptcy Case** | Bankruptcy cases under Chapter 11 of the Bankruptcy Code have been filed in this court by the Debtors listed on the first page, and orders for relief have been entered. Chapter 11 allows the Debtors to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may receive a copy of a plan and a disclosure statement telling you about a plan, and you might have the opportunity to vote on a plan. You will receive notice of the date of a confirmation hearing, and you may object to confirmation of a plan and attend a confirmation hearing. Unless a trustee is serving, the Debtors will remain in possession of the Debtors' property and may continue to operate any business. |
| **7.** | **Creditors May Not Take Certain Actions** | IN MOST INSTANCES, THE FILING OF THE BANKRUPTCY CASE AUTOMATICALLY STAYS CERTAIN COLLECTION AND OTHER ACTIONS AGAINST THE DEBTORS AND THE DEBTORS' PROPERTY. UNDER CERTAIN CIRCUMSTANCES, THE STAY MAY BE LIMITED TO 30 DAYS OR NOT EXIST AT ALL, ALTHOUGH THE DEBTORS CAN REQUEST THE COURT TO EXTEND OR IMPOSE A STAY. IF YOU ATTEMPT TO COLLECT A DEBT OR TAKE OTHER ACTION IN VIOLATION OF THE BANKRUPTCY CODE, YOU MAY BE PENALIZED. COMMON EXAMPLES OF PROHIBITED ACTIONS BY CREDITORS ARE CONTACTING THE DEBTORS TO DEMAND REPAYMENT, TAKING ACTION AGAINST THE DEBTORS TO COLLECT MONEY OWED TO CREDITORS OR TO TAKE PROPERTY OF THE DEBTORS, AND STARTING OR CONTINUING COLLECTION ACTIONS, FORECLOSURE ACTIONS, OR REPOSSESSIONS. CONSULT A LAWYER TO DETERMINE YOUR RIGHTS IN THIS CASE. |
| **8.** | **Discharge of Debts** | Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a judicial proceeding by filing a complaint and paying the filing fee in the Bankruptcy Clerk's Office by the deadline. |
| **9.** | **Deadline to File a Complaint to Determine Dischargeability of Certain Debts** | Any objections to discharge must be filed by no later than 5:00 p.m. (prevailing Eastern time) on August 19, 2016 in accordance with the procedures set forth in the section below entitled "Joint Hearing on Adequacy of the Disclosure Statement, Solicitation Procedures, and Confirmation of the Plan." |

| | |
|---|---|
| **10. Claims and Proof of Claim Deadline** | You should refer to the Debtors' Prepackaged Plan and Disclosure Statement [Docket Nos. ___] for information regarding the treatment of and distributions on account of claims against the Debtors in their chapter 11 cases.<br><br>YOU ARE NOT REQUIRED TO FILE A CLAIM AT THIS TIME. A PROOF OF CLAIM IS A SIGNED STATEMENT DESCRIBING A CREDITORS' CLAIM. IF THE COURT SETS A DEADLINE TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, YOU WILL BE SENT ANOTHER NOTICE.<br><br>**Filing Deadline for a Creditor with a Foreign Address:** If a deadline for filing claims is set in these chapter 11 cases, it will be set forth in a later court order and will apply to all creditors unless the order provides otherwise. If notice of the order setting the deadline is sent to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline. |
| **11. Hearing of Adequacy of the Disclosure Statement, Solicitation Procedure and Confirmation of the Plan** | A joint hearing to consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Prepackaged Plan will be held before the Honorable [•], United States Bankruptcy Judge, in court room [•] of the United States Bankruptcy Court, One Bowling Green, New York, NY 10004, on [•], 2016 at _: _.m. (prevailing Eastern time). Any objections to the approval of the Disclosure Statement, the solicitation procedures, or confirmation of the Prepackaged Plan must: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; (d) conform to the Bankruptcy Rules and the Local Rules; (e) be filed with the Bankruptcy Court (i) by registered users of the Bankruptcy Court's case filing system, electronically in accordance with General Order M-399 (which can be found at http://nysb.uscourts.gov) and (ii) by all other parties in interest, on a 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable; and (f) be served in accordance with General Order M-399 no later than 5:00 p.m. (prevailing Eastern time) on August [•], 2016 (the "Objection Deadline"), on the following parties: (i) Atlas Resource Partners, L.P.1845 Walnut Street, 10th Floor, Philadelphia, Pennsylvania 19118 (Attn: Lisa Washington, General Counsel); Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036 (Attn: David M. Turetsky), and 155 North Wacker Drive, Suite 2700, Chicago, Illinois 60606 (Attn: Ron E. Meisler, Felicia Gerber Perlman, and Carl Tullson); Linklaters LLP, 1345 Avenue of the Americas, New York, New York 10105 (Attn: Margot B. Schonholtz and Penelope J. Jensen); Akin, Gump, Strauss, Hauer & Feld LLP, 1333 New Hampshire Avenue, N.W., Washington, DC 20036 (Attn: Scott L. Alberino) and and 2029 Century Park East, Suite 2400, Los Angeles, CA 90067 (Attn: David Simonds); Lindquist & Vennum LLP, 4200 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402 (Attn: Mark C. Dietzen, Esq.); Bracewell LLP, 711 Louisiana Street, Suite 2300 Houston, TX 77002 (Attn: Troy Harder); and the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Andy Velez-Rivera). |
| **12. Meeting of Creditors**<br>A meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the "Section 341(a) Meeting") will be deferred until confirmation of the Plan. The Section 341(a) Meeting will not be convened if the Plan is confirmed within sixty (60) days after the Petition Date. If the Section 341(a) Meeting will be convened, the Debtors will file, serve on the parties on whom it served this notice, and post on the Debtors' restructuring website at http://dm.epiq11.com/Atlas, not less than seven days before the date scheduled for such meeting, a notice of the date, time, and place of the Section 341(a) Meeting. | |

## SUMMARY OF PREPACKAGED PLAN[1]

On July 27, 2016 (the "Petition Date"), the Debtors each commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). Substantially contemporaneous with the commencement of the Chapter 11 Cases, the Debtors

[1] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Prepackaged Plan.

filed their joint prepackaged plan of reorganization (the "Prepackaged Plan" or "Plan") and related disclosure statement (the "Disclosure Statement"). The Debtors have also filed motions requesting joint administration of these Chapter 11 Cases and a combined hearing for approval of the Prepackaged Plan and Disclosure Statement to be held within 30 days of the Petition Date.

The Plan and Disclosure Statement may be obtained (a) at the Office of the Clerk of the Bankruptcy Court, One Bowling Green, New York, New York 10004, where they may be reviewed from 9:00 am — 4:30 pm (prevailing Eastern time); (b) by accessing the Bankruptcy Court's website, www.nysb.uscourts.gov; (c) by request to the Debtors' notice and claims agent, Epiq Bankruptcy Solutions, LLC at (646) 282-2500 or via email at tabulation@epiqsystems.com and include "ARP" in the subject line; or (d) by accessing the case website at http://dm.epiq11.com/Atlas.

The Debtors have filed the Chapter 11 Cases for purposes of effectuating a restructuring in accordance with the Prepackaged Plan. On July 25, 2016, the Debtors executed a restructuring support agreement (the "Restructuring Support Agreement") with their First Lien Lenders, Second Lien Lenders, and certain Noteholders (collectively, the "Restructuring Support Parties"), pursuant to which such Restructuring Support Parties agreed to support confirmation and, as applicable, vote in favor of the Plan. Specifically, Restructuring Support Parties holding 100% of the amount of existing First Lien Claims, 100% of the amount of existing Second Lien Claims, and approximately 80% of the amount of existing Notes Claims have agreed to vote in favor of the Prepackaged Plan.

The Prepackaged Plan contemplates a balance-sheet restructuring. In particular, the Plan provides for the full and final satisfaction of the Debtors' obligations under the First Lien Credit Agreement, the Second Lien Credit Agreement, and the Notes Indentures. To furnish the reorganized Debtors with liquidity upon emergence, the reorganized Debtors will enter into the Exit Facility Credit Agreement and the New Second Lien Credit Agreement in accordance with the Plan. The Plan also provides for the distributions of new equity of the reorganized Debtors to the holders of Notes Claims and Second Lien Claims. The remaining classes of claims, including General Unsecured Claims, are unimpaired under the Plan.

As described more fully in the Plan and Disclosure Statement, the Plan provides for a substantial reduction of ARP's existing funded debt by $668 million and a reduction of ARP's annual debt service obligations by $77 million.[2] In particular, the Plan's restructuring transaction provides for the the full and final satisfaction of the Debtors' obligations under the First Lien Credit Agreement, the Second Lien Credit Agreement, and the Notes Indentures. In addition, the Plan provides for an Exit Facility Credit Agreement and the New Second Lien Credit Agreement to provide the Reorganized Debtors with liquidity upon emergence. The Plan also provides for the distributions of new equity of the Reorganized Debtors to the holders of Notes Claims and Second Lien Claims.

[2] Including the hedge monetization, ARP will reduce debt by approximately $901 million and interest expense by $80 million.

The Debtors have solicited votes of the holders of First Lien, Second Lien, and Notes Claims, the only classes of voting creditors pursuant to the Plan. The solicitation period for the Prepackaged Plan will remain open for another [•] days until, August 23, 2016.

## A. Classification and Treatment

The following table summarizes (i) the treatment of claims and interests under the Plan, (ii) which classes are impaired by the Plan, (iii) which classes are entitled to vote on the Plan, and (iv) the estimated recoveries for holders of claims and interests. The table is qualified in its entirety by reference to the full text of the Plan.

| Class | Claim or Interest | Treatment | Impaired or Unimpaired | Entitlement to Vote on the Plan | Estimated % Recovery Under the Plan |
|---|---|---|---|---|---|
| 1 | Priority Non-Tax Claims | On the Effective Date, or as soon as reasonably practicable thereafter, unless the holder of a Priority Non-Tax Claim and the Debtors, with the consent of the Required Consenting Creditors, agree to different treatment, each holder of an Allowed Priority Non-Tax Claim shall have its Claim Reinstated. | Unimpaired | No (Presumed to accept) | 100% |
| 2 | Other Secured Claims | On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Other Secured Claim and the Debtors, with the consent of the Required Consenting Creditors, agree to less favorable treatment, each holder of an Allowed Other Secured Claim shall have its Claim Reinstated. | Unimpaired | No (Presumed to accept) | 100% |

| Class | Claim or Interest | Treatment | Impaired or Unimpaired | Entitlement to Vote on the Plan | Estimated % Recovery Under the Plan |
|---|---|---|---|---|---|
| 3 | First Lien Claims | On the Effective Date, each holder of an Allowed First Lien Claim shall receive, in full satisfaction of and in exchange for such Allowed First Lien Claim, its Pro Rata Share of: (i) Cash in an amount equal to the principal amount of loans and the face amount of issued letters of credit outstanding under the First Lien Credit Agreement on the Effective Date minus $440,000,000.00, (ii) accrued and unpaid interest, fees, indemnities and other obligations and claims, including expense reimbursement obligations, through the Effective Date as set forth in the Cash Collateral Order or under the First Lien Documents, to the extent not previously paid, and (iii) the Exit Facility as a term loan under the Exit Facility Credit Agreement; provided, however, that holders of Allowed First Lien Claims which elect to participate in the Exit Facility as Exit Facility Revolver Lenders shall receive revolving loans under the Exit Facility Credit Agreement. | Impaired | Yes | 100% |

| Class | Claim or Interest | Treatment | Impaired or Unimpaired | Entitlement to Vote on the Plan | Estimated % Recovery Under the Plan |
|---|---|---|---|---|---|
| 4 | Second Lien Claims | On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of a Second Lien Claim and the Debtors agree to a less favorable treatment, in full and final satisfaction of any and all obligations arising under the Second Lien Credit Agreement, each holder of an Allowed Second Lien Claim shall receive its Pro Rata Share of (i) the Second Lien Payment, (ii) the New Second Lien Loans, and (iii) the Second Lien Interest Payment. | Impaired | Yes | 100% |
| 5 | Notes Claims | On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that the holder of such Claim and the Debtors, with the consent of the Required Consenting Creditors, not to be unreasonably withheld, agree to different treatment, in full and final satisfaction of all obligations arising under the Notes Indentures, each holder of an Allowed Notes Claim shall receive its Pro Rata Share of 90% of the New HoldCo Common Shares as of the Effective Date, subject to dilution on account of the Management Incentive Program. | Impaired | Yes | 12%[3] |

[3] The Debtors estimate the recovery to holders of Notes Claims to be between 5-19%, with a midpoint of 12%.

| Class | Claim or Interest | Treatment | Impaired or Unimpaired | Entitlement to Vote on the Plan | Estimated % Recovery Under the Plan |
|---|---|---|---|---|---|
| 6 | General Unsecured Claims | On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that the holder of such Claim and the Debtors agree to different treatment (with the consent of the Required Consenting Creditors, not to be unreasonably withheld), in full and final satisfaction of any and all obligations under all Allowed General Unsecured Claims, each holder of an Allowed General Unsecured Claim shall have its Claim Reinstated. | Unimpaired | No (Presumed to accept) | 100% |
| 7 | Intercompany Claims | On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Intercompany Claim and the Debtors, with the consent of the Required Consenting Creditors (such consent not to be unreasonably withheld), agree to less favorable treatment, each holder of an Intercompany Claim shall have its Interests Reinstated. | Unimpaired | No (Presumed to accept) | N/A |
| 8 | Intercompany Equity Interests | Except to the extent otherwise provided in the Plan, Class 8 Interests shall be Reinstated and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. For the avoidance of doubt, ARP's Intercompany Equity Interest in Atlas Resource Partners Holdings, LLC shall be contributed to New HoldCo in accordance with Article V.C.iv of the Plan and shall not be Reinstated, as ARP shall be liquidated under the Plan. | Unimpaired / Impaired | No (Presumed to accept or deemed to reject) | N/A |

| Class | Claim or Interest | Treatment | Impaired or Unimpaired | Entitlement to Vote on the Plan | Estimated % Recovery Under the Plan |
|---|---|---|---|---|---|
| 9 | ARP Equity Interests | On the Effective Date, ARP Equity Interests shall be cancelled and discharged and shall be of no further force or effect, whether surrendered for cancellation or otherwise, and holders of ARP Equity Interests shall receive no distribution on account of such ARP Equity Interests. | Impaired | No (Deemed to reject) | 0% |

## B. Treatment of Executory Contracts and Unexpired Leases

Please be advised that the Plan contains the following executory contract and unexpired lease provision:

**Article VI of the Plan: Treatment of Executory Contracts and Unexpired Leases**

Section A. Assumption of Executory Contracts and Unexpired Leases

Each Executory Contract and Unexpired Lease, including, without limitation, the Drilling Partnership Secured Hedging Facility Agreement, shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions, as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code. Moreover, the Confirmation Order will also constitute an order of the Bankruptcy Court approving the assignment of Executory Contracts or Unexpired Leases to which ARP is a party, from ARP to New OpCo LLC, pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such assumptions and rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. All Assumed Agreements shall remain in full force and effect for the benefit of the Reorganized Debtors, and be enforceable by the Reorganized Debtors in accordance with their terms notwithstanding any provision in such Assumed Agreement that prohibits, restricts or conditions such assumption, assignment or transfer. Any provision in the Assumed Agreements that purports to declare a breach or default based in whole or in part on commencement or continuance of these Chapter 11 Cases is hereby deemed unenforceable. Any provision of any agreement or other document that permits a person to terminate or modify an agreement or to otherwise modify the rights of the Debtors based on the filing of the Chapter 11 Cases or the financial condition of the Debtors shall be unenforceable. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan (including any "change of control" provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Reorganized Debtors' assumption of such Executory Contract or Unexpired Lease, then such provision will be deemed modified such that the transactions contemplated by the Plan will not entitle the non-debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Executory Contract and Unexpired Lease assumed pursuant to this Article of the Plan will revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Section B. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease (other than from ARP to New OpCo LLC pursuant to Article VI.A above) with the consent of the Required Consenting Creditors (not to be unreasonably withheld), at least twenty (20) days prior to the Confirmation Hearing, the Debtors will serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable Cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors will file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed Cure amounts. Any applicable Cure amounts will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree with the consent of the Required Consenting Creditors (not to be unreasonably withheld).

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related Cure amount must be filed, served and actually received by the Debtors at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or Cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order will constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any Cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable Cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or Cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect, with the consent of the Required Consenting Creditors (not to be unreasonably withheld), to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

Section C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash as and when due in the ordinary course or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree with the consent of the Required Consenting Creditors (not to be unreasonably withheld).

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption must be filed, served and actually received by the Debtors at least ten (10) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption will be deemed to have assented and will be deemed to have forever released and waived any objection to the proposed assumption other than with respect to any alleged Cure amount, which may be asserted at any time. In the event of a dispute regarding (1) the amount of any payments to Cure a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the Cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to Cure is sustained by the Bankruptcy Court, the Debtors or Reorganized Debtors, as applicable, in their sole option, may elect, with the consent of the Required Consenting Creditors (not to be unreasonably withheld), to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

Section D. Reservation of Rights

Nothing contained in the Plan shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or the Reorganized Debtors, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, with the consent of the Required Consenting Creditors (not to be unreasonably withheld) in which case the deemed assumptions and rejections provided for in the Plan shall not apply to such contract or lease.

Section E. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor will be performed by the applicable Debtor or Reorganized Debtor in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed executory contracts and unexpired leases) will survive and remain unaffected by entry of the Confirmation Order.

## C. Settlement, Injunction, Releases, and Exculpation

Please be advised that the Plan contains the following discharge and injunction provisions, releases, and exculpation of certain parties identified in the Plan.

**Article VIII of the Plan: Settlement, Release, Injunction and Related Provisions**

Section A. Compromise and Settlement of Claims, Interests and Controversies

As set forth herein, the Plan embodies an overall negotiated settlement of numerous Claims and issues pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan. Except with respect to the Causes of Action retained pursuant to Article V.R of the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Impaired Allowed Claim or Interest, or any distribution to be made on account of such Impaired Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates and holders of Claims and Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, with the consent of the Required Consenting Creditors (not to be unreasonably withheld), the Reorganized Debtors may compromise and settle Claims against them and Causes of Action against other Persons.

Section B. Releases by the Debtors

**Pursuant to section 1123(b) of the Bankruptcy Code and to the fullest extent allowed by applicable law, and except as otherwise specifically provided in the Plan or the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed and includes the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed expressly, conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by the Debtors, the Reorganized Debtors, and the Estates, each on behalf of itself and its predecessors, successors, and assigns, subsidiaries, affiliates, current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims or Causes of Action, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, the Estates, the holder of any Claim, or any other Person or Entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, or the Estates ever had, now has, or hereafter can, shall, or may have, or would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts and the negotiation, formulation or preparation of any transactions or documents in connection therewith, the Debtors' intercompany**

**transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by the Plan, the business or contractual arrangements and any other transaction or other arrangement between any Debtor, Reorganized Debtor, or Estate and any Releasing Party, the Chapter 11 Cases, the pursuit of confirmation of the Plan, the Restructuring Transactions, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Definitive Documentation, the Restructuring Support Agreements, First Lien Documents, the Drilling Partnership Secured Hedging Facility Agreement, the Secured Swap Agreements, the Second Lien Credit Agreement, the Notes Indentures, the Swap Contracts, the Exit Facility, the New Second Lien Credit Agreement, the Plan Supplement or related agreements, instruments or other documents created or entered into before or during the Chapter 11 Cases, the distribution of Securities pursuant to the Plan, or upon any other act or omission, transaction, agreement, event or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing; provided, however, that nothing in this Article VIII.B shall be construed to release any party or entity from gross negligence, intentional fraud, willful misconduct, or criminal conduct, as determined by a Final Order; provided further, that notwithstanding any language to the contrary contained in the Disclosure Statement, the Plan and/or the Confirmation Order, no provision shall preclude the U.S. Securities and Exchange Commission from enforcing its police and regulatory powers; and provided further, that notwithstanding any language to the contrary contained in the Disclosure Statement, the Plan and/or the Confirmation Order, no provision shall release any non-Debtor from liability in connection with any legal action or claim brought by the U.S. Securities and Exchange Commission. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

Section C. Releases by Holders of Claims

**On and after the Effective Date, to the fullest extent allowed by applicable law, and except as otherwise specifically provided in the Plan or the Confirmation Order, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed and includes the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement that Plan, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, the Reorganized Debtors, their Estates, and the Released Parties from any and all claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims, asserted or assertable on behalf of a Debtor, the Estates, the holder of any Claim, or any other Person or Entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that such Person or Entity ever had, now has, or hereafter can, shall, or may have, or would have been legally**

**entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person or Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts and the negotiation, formulation or preparation of any transactions or documents in connection therewith, the Debtors' intercompany transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, including any tender rights provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by the Plan, the business or contractual arrangements and any other transaction or other arrangement between any Debtor or Estate and any Releasing Party, the Chapter 11 Cases, the pursuit of confirmation of the Plan, the Restructuring Transactions, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Definitive Documentation, the Restructuring Support Agreements, the First Lien Documents, the Drilling Partnership Secured Hedging Facility Agreement, the Secured Swap Agreements, the Second Lien Credit Agreement, the Notes Indentures, the Swap Contracts, the Exit Facility, the New Second Lien Credit Agreement, the Plan Supplement or related agreements, instruments or other documents created or entered into before or during the Chapter 11 Cases, the distribution of Securities pursuant to the Plan, or upon any other act or omission, transaction, agreement, event or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing; provided, however, that nothing in this Article VIII.C shall be construed to release any party or entity from gross negligence, intentional fraud, willful misconduct or criminal conduct, as determined by a Final Order; provided further, however that this Article VIII.C shall not release the Debtors, the Reorganized Debtors, their Estates, and the Released Parties from any Cause of Action held by a governmental entity existing as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Securities and Exchange Act of 1934 (as now in effect or hereafter amended), the Securities Act of 1933 (as now in effect or hereafter amended), or other securities laws of the United States or any domestic state, city or municipality, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

Section D. Exculpation

**Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, claims, cause of action or liability for any Exculpated Claim, except for gross negligence, intentional fraud or willful misconduct (to the extent such duty**

**is imposed by applicable non-bankruptcy law) as determined by a Final Order, but in all respects such Persons or Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors and the Reorganized Debtors and, to the extent applicable, the other Exculpated Parties (and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys) have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.**

Section E. Discharge of Claims and Termination of Interests

Upon the Effective Date and in consideration of the distributions to be made hereunder, except as otherwise expressly provided herein, each holder (as well as any representatives, trustees, or agents on behalf of each holder) of a First Lien Claims, Second Lien Claims, Notes Claims, or ARP Equity Interest, and any affiliate of such holder, shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interest, rights, and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in the Debtors.

Section F. Injunction

**Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.**

**Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Debtors and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold or may hold Claims against or Interests in any or all of the Debtors (whether proof of such Claims or Interests has been filed or not) and other parties in interest, along with such Entities respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished or released pursuant to the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind**

**against the Released Parties or the property of any of the Released Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except as contemplated or allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.**

**By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest will be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Article VIII.F.**

**The injunctions in this Article VIII.F shall extend to any successors of the Debtors and the Reorganized Debtors and their respective property and interests in property.**

Section G. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

Section H. Release of Liens

Except as otherwise provided in the Plan, the Exit Facility Documents or the Swap Contracts or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, upon the payment in full in Cash of an Other Secured Claim, any Lien securing an Other Secured Claim that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be requested by the Reorganized Debtors at the sole cost of the Reorganized Debtors.

Section I. Termination of Subordination Rights

The classification and manner of satisfying all Claims and Equity Interests under the Plan takes into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Except as provided in the Existing Intercreditor Agreement or the Exit Intercreditor Agreement, as applicable, all subordination rights that a holder of a Claim or Equity Interest may have with respect to any distribution to be made under the Plan, shall be discharged and terminated, and all actions related to the enforcement of such subordination rights shall be enjoined permanently. Accordingly, distributions under the Plan to holders of Allowed Claims shall not be subject to payment of a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment, or other legal process by a beneficiary of such terminated subordination rights.

## JOINT HEARING ON ADEQUACY OF DISCLOSURE STATEMENT, SOLICITATION PROCEDURES, AND CONFIRMATION OF PLAN

A joint hearing to consider, among other things, the solicitation procedures, the adequacy of the Disclosure Statement, and confirmation of the Prepackaged Plan will be held before the Honorable [•], United States Bankruptcy Judge, in court room [•] of the United States Bankruptcy Court, One Bowling Green, New York, NY 10004, on , 2016 at _: _.m. (prevailing Eastern time). Any objections to the approval of the Disclosure Statement, the Solicitation Procedures, or confirmation of the Prepackaged Plan must: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; (d) conform to the Bankruptcy Rules and the Local Rules; (e) be filed with the Bankruptcy Court; and (f) be served in accordance with General Order M-399 no later than 5:00 p.m. (prevailing Eastern time) on the Objection Deadline of August [•], 2016 on the following parties:

(a) Atlas Resource Partners, L.P.
1845 Walnut Street, 10th Floor
Philadelphia, Pennsylvania 19118
Tel.: (215) 717-3387
Fax: (215) 405-3823
Attn: Lisa Washington, General Counsel

With copies to:

(b) Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telephone: (212) 735-3000
Fax: (212) 735-2000
Attn: David Turetsky
Email: david.turetsky@skadden.com

155 North Wacker Drive
Suite 2700
Chicago, Illinois 60606
Tel.: (312) 407-0700
Fax.: (312) 407-0411
Attn: Ron E. Meisler
Email: ron.meisler@skadden.com
Attn: Felicia Gerber Perlman
Email: fperlman@skadden.com
Attn: Carl T. Tullson
Email: carl.tullson@skadden.com

(c) Linklaters LLP
1345 Avenue of the Americas

New York, New York 10105
Tel.: (212) 903-9000
Fax.: (212) 903-9100
Attn: Margot B. Schonholtz
Email: margot.schonholtz@linklaters.com
Attn: Penelope J. Jensen
Email: penelope.jensen@linklaters.com

(d) Latham & Watkins LLP
885 Third Avenue
New York, NY 10019
Tel.: (212) 906-1828
Fax.: (212) 751-4864
Attn: Adam J. Goldberg
Email: adam.goldberg@lw.com
Attn: Jonathan Rod
Tel.: (212) 906-1363
Fax: (212) 751-4864
Email: jonathan.rod@lw.com

(e) Akin, Gump, Strauss, Hauer & Feld LLP
1333 New Hampshire Avenue, N.W.
Washington, DC 20036-1564
Tel: (202) 887-4027
Fax: (202) 887-4288
Attn: Scott L. Alberino
Email: salberino@akingump.com

Akin, Gump, Strauss, Hauer & Feld LLP
2029 Century Park East
Suite 2400
Los Angeles, CA 90067-3010
Attn: David Simonds
Tel.: (310) 229-1000
Fax: (310) 229-1001
Email: dsimonds@akingump.com

(f)

Lindquist & Vennum LLP
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Attn: Mark C. Dietzen, Esq.
Phone: (612) 371-2452
Fax: (612) 371-3207
Email: MDietzen@lindquist.com

(g) Office of the United States Trustee for Region 2
201 Varick Street, Suite 1006
New York, NY 10014
Attn: Andy Velez-Rivera
Phone: (212)510-0500

(h) Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, TX 77002
Attn: Troy Harder
Phone: (713) 223-2300
Email: Troy.Harder@bracewelllaw.com

UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

**DEFERRAL OF SECTION 341(A) MEETING**

A meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the "Section 341(a) Meeting") will be deferred until confirmation of the Plan. The Section 341(a) Meeting may be convened if the Plan is confirmed within sixty days after the Petition Date. If the Section 341(a) Meeting will be convened, the Debtors will file, serve on the parties on whom it served this notice, and post on the website at http://dm.epiq11.com/Atlas, not less than seven days before the date scheduled for such meeting, a notice of the date, time, and place of the Section 341(a) Meeting. The Debtors' representative, as specified in Rule 9001(5) of the Federal Rules of Bankruptcy Procedure, is required to appear at the Section 341(a) Meeting for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. The meeting may be adjourned or continued from time to time by notice at the Section 341(a) Meeting, without further notice to the creditors.

Dated: New York, New York
[•], 2016

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

*/s/ DRAFT*

David M. Turetsky
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

– and –

Ron E. Meisler (*pro hac vice pending*)
Felicia Gerber Perlman (*pro hac vice pending*)
Carl T. Tullson (*pro hac vice pending*)
155 N. Wacker Drive
Chicago, Illinois 60606-1720
Telephone: (312) 407-0700
Fax: (312) 407-0411

*Proposed Counsel for Debtors and Debtors in Possession*

**EXHIBIT C**

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | | |
|---|---|---|
| | : | |
| **In re:** | : | **Chapter 11** |
| | : | |
| **ATLAS RESOURCE PARTNERS, L.P., *et al.*,** | : | **Case No. 16-12149 (___)** |
| | : | |
| **Debtors.[1]** | : | **(Jointly Administered)** |

**NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASES OF ATLAS RESOURCE PARTNERS, L.P. AND CERTAIN AFFILIATES, SUMMARY OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF ATLAS RESOURCE PARTNERS, L.P., ET AL., AND (II) JOINT HEARING ON (A) ADEQUACY OF THE DISCLOSURE STATEMENT AND (B) CONFIRMATION OF THE PLAN OF REORGANIZATION AND (III) RELATED MATTERS**

**PLEASE TAKE NOTICE THAT** on July 25, 2016, the Debtors, entered into a Restructuring Support Agreement (the "Restructuring Support Agreement") with (i) lenders holding 100% of the claims under ARP's senior secured revolving credit facility (the "First Lien Lenders"), (ii) lenders holding 100% of the claims under ARP's second lien credit agreement(the "Second Lien Lenders") and (iii) certain holders (the "Ad Hoc Group") of approximately 80% of the total principal amount outstanding of (a) 7.75% Senior Notes due 2021 (the "7.75% Notes") of the Partnership's subsidiaries, Atlas Resource Partners Holdings, LLC and Atlas Resource Finance Corporation (together, the "Issuers"), and (b) 9.25% Senior Notes due 2021 (collectively, the parties identified in (i) through (iii), the "Restructuring Support Parties"). Under the Restructuring Support Agreement, the Restructuring Support Parties have agreed, subject to certain terms and conditions, to support a restructuring of ARP (the "Restructuring") pursuant to their Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al. (the "Prepackaged Plan" or the "Plan").

The Plan contemplates a balance-sheet restructuring. Under the proposed Plan, all trade vendors, employees, and landlords will be unimpaired by the bankruptcy and will be satisfied in full in the ordinary course of business. Trade contracts and terms will be maintained. Successful implementation of the Debtors' proposed restructuring will avoid a reorganization with less value or a sale of all or substantially all of the Debtors' assets, which likely would occur at a significant discount given current market conditions, allowing the Debtors to benefit from any of their assets' appreciation in value from additional growth opportunities and upon improvement in market conditions. In addition, the consensual terms embodied in the Restructuring Support Agreement, and to be implemented pursuant to the Plan, preserve value by enabling the Debtors to avoid protracted and expensive litigation that would delay the Debtors' emergence from chapter 11.

**PLEASE TAKE FURTHER NOTICE THAT** on July 27, 2016 (the "Petition Date"), the above-captioned Debtors each commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases") in the United States Bankruptcy Court of the Southern District of New York. On the Petition Date, the Debtors filed their Plan and Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al., Pursuant to Chapter 11 of the Bankruptcy Code (the "Disclosure Statement"). The Plan and Disclosure Statement may be obtained (a) at the Office of the Clerk of the Bankruptcy Court, One Bowling Green, New York, New York 10004, where they may be reviewed from 9:00 am—4:30 pm (Eastern Standard Time); (b) by accessing the Bankruptcy Court's website, (a PACER password is obtained by accessing the PACER website, www.pacer.gov). www.nysb.uscourts.gov; and (c) by request to the Debtors' proposed notice and claims

[1] The Debtors and the last four digits of their taxpayer identification numbers (as applicable) are as follows: Atlas Resource Partners, L.P. (1625), ARP Barnett Pipeline, LLC (2295), ARP Barnett, LLC (2567), ARP Eagle Ford, LLC (6894), ARP Mountaineer Production, LLC (9365), ARP Oklahoma, LLC (5193), ARP Production Company, LLC (9968), ARP Rangely Production, LLC (1625), Atlas Barnett, LLC (4688), Atlas Energy Colorado, LLC (0015), Atlas Energy Indiana, LLC (0546), Atlas Energy Ohio, LLC (5198), Atlas Energy Securities, LLC (5987), Atlas Energy Tennessee, LLC (0794), Atlas Noble, LLC (5139), Atlas Pipeline Tennessee, LLC (4919), Atlas Resource Finance Corporation (2516), Atlas Resource Partners Holdings, LLC (5285), Atlas Resources, LLC (2875), ATLS Production Company, LLC (0124), REI-NY, LLC (5147), Resource Energy, LLC (5174), Resource Well Services, LLC (5162), Viking Resources, LLC (5124). The address of the Debtors' corporate headquarters is Park Place Corporate Center One, 1000 Commerce Drive, Suite 400, Pittsburgh, PA 15275.

agent, Epiq Bankruptcy Solutions, LLC ("Epiq"), at http://dm.epiq11.com/Atlas or by calling (888) 839-9491 (toll free) for U.S.-based parties; or (888) 839-9491 for international parties.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors have requested a joint hearing (the "Combined Hearing") for approval of the Prepackaged Plan and Disclosure Statement to be held within 30 days of the Petition Date. The Combined Hearing to consider the adequacy of the Disclosure Statement and confirmation of the Prepackaged Plan, among other things, will be held before the Honorable [•], United States Bankruptcy Judge, in court room [•] of the United States Bankruptcy Court, One Bowling Green, New York, NY 10004, on [•], 2016 at 5:00 P.M. (Eastern Standard Time). The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Joint Hearing and notice of such adjourned date(s) will be available on the case website at http://dm.epiq11.com/Atlas.

Any objections to the approval of the Disclosure Statement or confirmation of the Prepackaged Plan must: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; (d) conform to the Bankruptcy Rules and the Local Rules; (e) be filed with the Bankruptcy Court; and (f) be served and actually received in accordance with General Order M-399 no later than 5:00 p.m. (Eastern Standard Time) on the objection deadline of August [•], 2016 on the following parties: Atlas Resource Partners, L.P.1845 Walnut Street, 10th Floor, Philadelphia, Pennsylvania 19118 (Attn: Lisa Washington, General Counsel); Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036 (Attn: David M. Turetsky), and 155 North Wacker Drive, Suite 2700, Chicago, Illinois 60606 (Attn: Ron E. Meisler, Felicia Gerber Perlman, and Carl Tullson); Linklaters LLP, 1345 Avenue of the Americas, New York, New York 10105 (Attn: Margot B. Schonholtz and Penelope J. Jensen); Akin, Gump, Strauss, Hauer & Feld LLP, 1333 New Hampshire Avenue, N.W., Washington, DC 20036 (Attn: Scott L. Alberino) and and 2029 Century Park East, Suite 2400, Los Angeles, CA 90067 (Attn: David Simonds); Lindquist & Vennum LLP, 4200 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402 (Attn: Mark C. Dietzen, Esq.); Bracewell LLP, 711 Louisiana Street, Suite 2300 Houston, TX 77002 (Attn: Troy Harder); and the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Andy Velez-Rivera).

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

**PLEASE TAKE FURTHER NOTICE THAT** a meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the "Section 341(a) Meeting") will be deferred until confirmation of the Plan. The Section 341(a) Meeting may be convened if the Plan is confirmed within sixty days after the Petition Date. If the Section 341(a) Meeting will be convened, the Debtors will file, serve on the parties on whom it served this notice, and post on the website at http://dm.epiq11.com/Atlas, not less than seven days before the date scheduled for such meeting, a notice of the date, time, and place of the Section 341(a) Meeting. The Debtors' representative, as specified in Rule 9001(5) of the Federal Rules of Bankruptcy Procedure, is required to appear at the Section 341(a) Meeting for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. The meeting may be adjourned or continued from time to time by notice at the Section 341(a) Meeting, without further notice to the creditors.

New York, New York, Dated: [•], 2016

**EXHIBIT D-1**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE SOUTHERN DISTRICT OF NEW YORK**

| | | |
|---|---|---|
| In re: | : | Case No. 16- |
| ATLAS RESOURCE PARTNERS, L.P., *et al.* | : | Chapter 11 |
| Debtors. | : | |

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF ATLAS RESOURCE PARTNERS, L.P., *ET AL.*, PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 3—FIRST LIEN CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY AUGUST 23, 2016 AT 5:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE").**

If you are, as of July 21, 2016 (the "Record Date"), a holder of a claim (the "First Lien Claims") against Atlas Resource Partners, L.P. and certain of its affiliates (collectively, the "Debtors")[1] arising under or in connection with a certain Second Amended and Restated Credit Agreement, dated as of July 31, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "First Lien Credit Agreement"), please use this ballot (the "Ballot") to accept or reject the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al., Pursuant to Chapter 11 of the Bankruptcy Code dated July 25, 2016 (the "Prepackaged Plan" or "Plan").

Under the Plan,[2] each holder of an Allowed First Lien Claim shall receive, in full satisfaction of and in exchange for such Allowed First Lien Claim, its Pro Rata Share of: (i) Cash in an amount equal to the principal amount of loans and the face amount of issued letters of credit outstanding under the First Lien Credit

[1] The Debtors and the last four digits of their taxpayer identification numbers (as applicable) are as follows: Atlas Resource Partners, L.P. (1625), ARP Barnett Pipeline, LLC (2295), ARP Barnett, LLC (2567), ARP Eagle Ford, LLC (6894), ARP Mountaineer Production, LLC (9365), ARP Oklahoma, LLC (5193), ARP Production Company, LLC (9968), ARP Rangely Production, LLC (1625), Atlas Barnett, LLC (4688), Atlas Energy Colorado, LLC (0015), Atlas Energy Indiana, LLC (0546), Atlas Energy Ohio, LLC (5198), Atlas Energy Securities, LLC (5987), Atlas Energy Tennessee, LLC (0794), Atlas Noble, LLC (5139), Atlas Pipeline Tennessee, LLC (4919), Atlas Resource Finance Corporation (2516), Atlas Resource Partners Holdings, LLC (5285), Atlas Resources, LLC (2875), ATLS Production Company, LLC (0124), REI-NY, LLC (5147), Resource Energy, LLC (5174), Resource Well Services, LLC (5162), Viking Resources, LLC (5124). The address of the Debtors' corporate headquarters is Park Place Corporate Center One, 1000 Commerce Drive, Suite 400, Pittsburgh, PA 15275.

[2] The terms of the Plan described in this Ballot are a summary and for informational purposes only. Nothing in this Ballot shall modify or amend the terms of the Plan, and in the event of a conflict or inconsistency between the summary in this Ballot and the terms of the Plan, the terms of the Plan shall control. Capitalized terms not herein defined shall have the meanings ascribed to them in the Plan.

Agreement on the Effective Date minus $440,000,000.00, (ii) accrued and unpaid interest, fees, indemnities and other obligations and claims, including expense reimbursement obligations, through the Effective Date as set forth in the Cash Collateral Order or under the First Lien Documents, to the extent not previously paid, and (iii) the Exit Facility as a term loan under the Exit Facility Credit Agreement; provided, however, that holders of Allowed First Lien Claims which elect to participate in the Exit Facility as Exit Facility Revolver Lenders shall receive revolving loans under the Exit Facility Credit Agreement. You may use this Ballot to elect to participate in the Exit Facility as an Exit Facility Revolver Lender.

The Plan is attached as Exhibit A to the Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al., Pursuant to Chapter 11 of the Bankruptcy Code (the "Disclosure Statement"), which accompanies this Ballot. Holders of First Lien Claims as of the Record Date of July 21, 2016 are afforded the opportunity to vote in Class 3 ("Class 3") to accept or reject the Debtors' Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the classes rejecting it, and otherwise satisfies the requirements of section 1129 of the Bankruptcy Code.

**YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND YOUR CLASSIFICATION AND TREATMENT UNDER THE PLAN. YOUR CLAIM HAS BEEN PLACED IN CLASS 3 UNDER THE PLAN.**

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE SO THAT IT IS ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING, THE DEBTORS' VOTING AGENT (THE "VOTING AGENT") AT 777 THIRD AVENUE, 12TH FLOOR, NEW YORK, NY 10017, ATTN: ATLAS BALLOTING, PRIOR TO THE VOTING DEADLINE OF 5:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 23, 2016. IF THE BALLOT CONTAINING YOUR VOTE IS NOT RECEIVED BY THE VOTING AGENT ON OR BEFORE THE VOTING DEADLINE, AND SUCH DEADLINE IS NOT EXTENDED BY ORDER OF THE BANKRUPTCY COURT, YOUR VOTE WILL NOT COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, UNLESS THE DEBTORS GRANT YOU AN EXTENSION OF THE VOTING DEADLINE OR OTHERWISE AGREE TO WAIVE THE TIMELINESS REQUIREMENT.**

**IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE. BALLOTS CAST BY FACSIMILE OR BY OTHER ELECTRONIC MEANS WILL NOT BE COUNTED.**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Item 1. Amount of Claim.** The undersigned certifies that as of the Record Date, which is July 21, 2016, the undersigned was the holder (or authorized signatory) of Class 3 First Lien Claims in the following principal amount (do not include interest):

| Claim Amount |
|---|
| $ |

**Item 2. Vote On Plan.** The undersigned holder (or authorized signatory) of a First Lien Claim hereby votes to (please check one box):

| Accept the Plan | Reject the Plan |
|---|---|
| ☐ | ☐ |

PLEASE TAKE NOTE THAT IF YOU SUBMIT THIS BALLOT TO THE VOTING AGENT AND EITHER: (I) FAIL TO INDICATE WHETHER YOU ARE ACCEPTING OR REJECTING THE PLAN OR (II) CHECK BOTH BOXES INDICATING THAT YOU ARE BOTH ACCEPTING AND REJECTING THE PLAN, YOUR BALLOT WILL NOT BE COUNTED.

**Item 3. Releases.**

**IMPORTANT INFORMATION REGARDING RELEASES BY HOLDERS OF CLAIMS**

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT AND VOTE TO ACCEPT THE PLAN, YOU ARE AUTOMATICALLY DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN (EVEN IF YOU CHECK THE BOX BELOW). YOU ARE ALSO DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN IF YOU VOTE TO REJECT THE PLAN BUT YOU DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES DESCRIBED IN THE PLAN. IF YOU ABSTAIN FROM VOTING, YOU WILL NOT BE DEEMED TO HAVE ACCEPTED THE RELEASE.

By checking the box below, the undersigned holder of Class 3 First Lien Claims set forth in Item 1, having voted to reject the Plan, elects to (optional):

☐ Opt Out of the Release Provisions

**Article VIII.C of the Plan provides for the following Releases by holders of Claims:**

**On and after the Effective Date, to the fullest extent allowed by applicable law, and except as otherwise specifically provided in the Plan or the Confirmation Order, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed and includes the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement that Plan, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, the Reorganized Debtors, their Estates, and the Released Parties from any and all claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any**

**derivative Claims, asserted or assertable on behalf of a Debtor, the Estates, the holder of any Claim, or any other Person or Entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that such Person or Entity ever had, now has, or hereafter can, shall, or may have, or would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person or Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts and the negotiation, formulation or preparation of any transactions or documents in connection therewith, the Debtors' intercompany transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, including any tender rights provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by the Plan, the business or contractual arrangements and any other transaction or other arrangement between any Debtor or Estate and any Releasing Party, the Chapter 11 Cases, the pursuit of confirmation of the Plan, the Restructuring Transactions, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Definitive Documentation, the Restructuring Support Agreements, the First Lien Documents, the Drilling Partnership Secured Hedging Facility Agreement, the Secured Swap Agreements, the Second Lien Credit Agreement, the Notes Indentures, the Swap Contracts, the Exit Facility, the New Second Lien Credit Agreement, the Plan Supplement or related agreements, instruments or other documents created or entered into before or during the Chapter 11 Cases, the distribution of Securities pursuant to the Plan, or upon any other act or omission, transaction, agreement, event or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing; provided, however, that nothing in this Article VIII.C shall be construed to release any party or entity from gross negligence, intentional fraud, willful misconduct or criminal conduct, as determined by a Final Order; provided further, however that this Article VIII.C shall not release the Debtors, the Reorganized Debtors, their Estates, and the Released Parties from any Cause of Action held by a governmental entity existing as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Securities and Exchange Act of 1934 (as now in effect or hereafter amended), the Securities Act of 1933 (as now in effect or hereafter amended), or other securities laws of the United States or any domestic state, city or municipality, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

**Item 4. Election to Participate in the Exit Facility as a Lender.** As noted, under the Plan, on the Effective Date, a holder of Class 3 First Lien Claims will receive its Pro Rata Share of the Exit Facility as a term loan under the Exit Facility Credit Agreement; provided, however, that holders of Allowed First Lien Claims which elect to participate in the Exit Facility as Exit Facility Revolver Lenders shall receive revolving loans under the Exit Facility Credit Agreement. **A holder of Class 3 First Lien Claims which does not otherwise elect to participate in the Exit Facility as an Exit Facility Revolver Lender will receive second-out term loans under the Exit Facility.** Further, any transfer of a Class 3 First Lien Claim shall be subject to such transferee purchasing such interest subject to the election of the transferor to participate in the Exit Facility. The undersigned holder (or authorized signatory) of a Class 3 First Lien Claim hereby elects to (please check one box):

| **Elects to Participate in the Exit Facility as an Exit Facility Revolver Lender** | **Declines to Participate in the Exit Facility as an Exit Facility Revolver Lender** |
|---|---|
| ☐ | ☐ |

**Item 5. Acknowledgments and Certification.** By completing and submitting this Ballot, you acknowledge (1) that you are (a) the holder of a Class 3 First Lien Claim being voted or (b) the authorized signatory for an entity that is a holder of such Class 3 First Lien Claims being voted, (2) that you have cast the same vote for or against the Plan with respect to all of your existing Class 3 First Lien Claims, and (3) that no other Ballots with respect to the amount of the Class 3 First Lien Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier Ballots are hereby revoked.

By completing and submitting this Ballot, you further acknowledge that (1) the solicitation of votes to accept or reject the Plan is subject to all the terms and conditions set forth in the Disclosure Statement, (2) that you have received a copy of the Disclosure Statement, (3) that the vote on the Plan is being made pursuant to the terms and conditions set forth therein, and(4) that if you vote to accept the Plan you will be deemed to consent to the releases, injunctions, and exculpation provisions specified in Article VIII of the Plan (even if you indicate your preference to opt out of the releases contained in Article VIII.C of the Plan), and (5) that if you vote to reject the Plan and do not indicate your preference to opt out of the releases contained in Article VIII.C of the Plan, you will be deemed to consent to the releases, injunctions, and exculpation provisions specified in Article VIII of the Plan.

| | |
|---|---|
| Name of Creditor: | ______________________________ |
| Signature: | ______________________________ |
| If by Authorized Agent, Name and Title: | ______________________________ |
| Name of Institution: | ______________________________ |

| | |
|---|---|
| Address: | ______________________________ |
| Telephone Number: | ______________________________ |
| Social Security or Federal Tax I.D. Number | ______________________________ |
| Date Completed | ______________________________ |

## INSTRUCTIONS FOR COMPLETING THE BALLOT

1. To ensure that your vote to accept or reject the Plan is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) review the other items in the Ballot; and (d) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by the Voting Agent is 5:00 p.m., prevailing Eastern Time, on August 23, 2016. Your completed Ballot must be actually received by the Voting Agent prior to the Voting Deadline. You may return your Ballot via first class mail, overnight courier, or hand delivery to the Voting Agent at:

   Epiq Corporate Restructuring
   777 Third Avenue, 12th Floor
   New York, NY 10017
   Attn: Atlas Balloting
   Telephone: (646) 282-2500

2. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a holder has multiple Claims within the same Class, the Debtors may, in its discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes.

3. A failure to indicate an election to participate or not participate as an Exit Facility Revolver Lender as provided in Item 4 will not invalidate your vote to accept or reject the Plan. A holder of Class 3 First Lien Claims who does not otherwise elect to participate in the Exit Facility as an Exit Facility Revolver Lender will receive second-out term loans under the Exit Facility.

4. If a Ballot is received after the Voting Deadline, it will not be counted for any purpose unless the Debtors determine otherwise. The method of delivery of Ballots to the Voting Agent is at the election and risk of each holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that holders use an overnight or hand delivery service. In all cases, holders should allow sufficient time to assure timely delivery. Except in the Debtors' sole discretion, delivery of a Ballot to the Voting Agent by facsimile, e-mail, or any other electronic means shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Voting Agent), the Debtors' financial or legal advisors, any statutory committee, or such committee's advisors, and if so sent will not be counted.

5. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest valid Ballot timely received will supersede and revoke any earlier received Ballots.

6. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.

7. Please be sure to read the information regarding the Releases in Item 3.

8. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by the Voting Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

9. If you hold Claims in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you received.

10. Any Ballot that is properly completed, executed, and timely returned to the Voting Agent that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

11. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) except in the Debtors' sole discretion, any Ballot received after the Voting Deadline, (b) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim; (b) any Ballot cast by a person or entity that does not hold a Claim in a Voting Class; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT AT (646) 282-2500.**

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL MAKE YOU OR ANY OTHER PERSON AN AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH. THIS BALLOT SHALL NOT CONSTITUTE OR BE DEEMED TO CONSTITUTE (A) A PROOF OF CLAIM OR (B) AN ADMISSION BY THE DEBTORS OF THE NATURE, VALIDITY, OR AMOUNT OF ANY CLAIM.**

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**EXHIBIT D-2**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE SOUTHERN DISTRICT OF NEW YORK**

| | | |
|---|---|---|
| In re: | : | Case No. 16- |
| ATLAS RESOURCE PARTNERS, L.P., *et al.* | : | Chapter 11 |
| Debtors. | : | |

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF ATLAS RESOURCE PARTNERS, L.P., *ET AL.*, PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 4—SECOND LIEN CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY AUGUST 23, 2016 AT 5:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE").**

If you are, as of July 21, 2016 (the "Record Date"), a holder of a claim against Atlas Resource Partners, L.P. and certain of its affiliates (collectively, the "Debtors")[1] arising under or in connection with a certain Second Lien Credit Agreement (the "Second Lien Claims"), dated as of February 23, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Second Lien Credit Agreement"), please use this ballot (the "Ballot") to accept or reject the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al., Pursuant to Chapter 11 of the Bankruptcy Code dated July 25, 2016 (the "Prepackaged Plan" or "Plan"). The Plan is attached as Exhibit A to the Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al., Pursuant to Chapter 11 of the Bankruptcy Code (the "Disclosure Statement"), which accompanies this Ballot. Holders of Second Lien Claims as of the Record Date of July 21, 2016 are afforded the opportunity to vote in class 4 ("Class 4") to accept or reject the Debtors' Plan.[2]

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the

1 The Debtors and the last four digits of their taxpayer identification numbers (as applicable) are as follows: Atlas Resource Partners, L.P. (1625), ARP Barnett Pipeline, LLC (2295), ARP Barnett, LLC (2567), ARP Eagle Ford, LLC (6894), ARP Mountaineer Production, LLC (9365), ARP Oklahoma, LLC (5193), ARP Production Company, LLC (9968), ARP Rangely Production, LLC (1625), Atlas Barnett, LLC (4688), Atlas Energy Colorado, LLC (0015), Atlas Energy Indiana, LLC (0546), Atlas Energy Ohio, LLC (5198), Atlas Energy Securities, LLC (5987), Atlas Energy Tennessee, LLC (0794), Atlas Noble, LLC (5139), Atlas Pipeline Tennessee, LLC (4919), Atlas Resource Finance Corporation (2516), Atlas Resource Partners Holdings, LLC (5285), Atlas Resources, LLC (2875), ATLS Production Company, LLC (0124), REI-NY, LLC (5147), Resource Energy, LLC (5174), Resource Well Services, LLC (5162), Viking Resources, LLC (5124). The address of the Debtors' corporate headquarters is Park Place Corporate Center One, 1000 Commerce Drive, Suite 400, Pittsburgh, PA 15275.

2 The terms of the Plan described in this Ballot are a summary and for informational purposes only. Nothing in this Ballot shall modify or amend the terms of the Plan, and in the event of a conflict or inconsistency between the summary in this Ballot and the terms of the Plan, the terms of the Plan shall control. Capitalized terms not herein defined shall have the meanings ascribed to them in the Plan.

holders of two-thirds in amount and more than one-half in number of claims in each class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the classes rejecting it, and otherwise satisfies the requirements of section 1129 of the Bankruptcy Code.

**YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND YOUR CLASSIFICATION AND TREATMENT UNDER THE PLAN. YOUR CLAIM HAS BEEN PLACED IN CLASS 4 UNDER THE PLAN.**

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE SO THAT IT IS ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING, THE DEBTORS' VOTING AGENT (THE "VOTING AGENT") AT 777 THIRD AVENUE, 12TH FLOOR, NEW YORK, NY 10017, ATTN: ATLAS BALLOTING, PRIOR TO THE VOTING DEADLINE OF 5:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 23, 2016. IF THE BALLOT CONTAINING YOUR VOTE IS NOT RECEIVED BY THE VOTING AGENT ON OR BEFORE THE VOTING DEADLINE, AND SUCH DEADLINE IS NOT EXTENDED BY ORDER OF THE BANKRUPTCY COURT, YOUR VOTE WILL NOT COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, UNLESS THE DEBTORS GRANT YOU AN EXTENSION OF THE VOTING DEADLINE OR OTHERWISE AGREE TO WAIVE THE TIMELINESS REQUIREMENT.**

**IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE. BALLOTS CAST BY FACSIMILE OR BY OTHER ELECTRONIC MEANS WILL NOT BE COUNTED.**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Item 1. Amount of Claim.** The undersigned certifies that as of the Record Date, which is July 21, 2016, the undersigned was the holder (or authorized signatory) of Class 4 Second Lien Claims in the following principal amount (do not include interest):

| **Claim Amount** |
|---|
| $ |

**Item 2. Vote On Plan.** The undersigned holder (or authorized signatory) of a Second Lien Claim hereby votes to (please check one box):

| **Accept the Plan** | **Reject the Plan** |
|---|---|
| ☐ | ☐ |

PLEASE TAKE NOTE THAT IF YOU SUBMIT THIS BALLOT TO THE VOTING AGENT AND EITHER: (I) FAIL TO INDICATE WHETHER YOU ARE ACCEPTING OR REJECTING THE PLAN OR (II) CHECK BOTH BOXES INDICATING THAT YOU ARE BOTH ACCEPTING AND REJECTING THE PLAN, YOUR BALLOT WILL NOT BE COUNTED.

**Item 3. Releases.**

**IMPORTANT INFORMATION REGARDING RELEASES BY HOLDERS OF CLAIMS**

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT AND VOTE TO ACCEPT THE PLAN, YOU ARE AUTOMATICALLY DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN (EVEN IF YOU CHECK THE BOX BELOW). YOU ARE ALSO DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN IF YOU VOTE TO REJECT THE PLAN BUT YOU DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES DESCRIBED IN THE PLAN. IF YOU ABSTAIN FROM VOTING, YOU WILL NOT BE DEEMED TO HAVE ACCEPTED THE RELEASE.

By checking the box below, the undersigned holder of Class 4 Second Lien Claims set forth in Item 1, having voted to reject the Plan, elects to (optional):

☐ Opt Out of the Release Provisions

**Article VIII.C of the Plan provides for the following Releases by holders of Claims:**

**On and after the Effective Date, to the fullest extent allowed by applicable law, and except as otherwise specifically provided in the Plan or the Confirmation Order, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed and includes the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement that Plan, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, the Reorganized Debtors, their Estates, and the Released Parties from any and all claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any**

**derivative Claims, asserted or assertable on behalf of a Debtor, the Estates, the holder of any Claim, or any other Person or Entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that such Person or Entity ever had, now has, or hereafter can, shall, or may have, or would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person or Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts and the negotiation, formulation or preparation of any transactions or documents in connection therewith, the Debtors' intercompany transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, including any tender rights provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by the Plan, the business or contractual arrangements and any other transaction or other arrangement between any Debtor or Estate and any Releasing Party, the Chapter 11 Cases, the pursuit of confirmation of the Plan, the Restructuring Transactions, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Definitive Documentation, the Restructuring Support Agreements, the First Lien Documents, the Drilling Partnership Secured Hedging Facility Agreement, the Secured Swap Agreements, the Second Lien Credit Agreement, the Notes Indentures, the Swap Contracts, the Exit Facility, the New Second Lien Credit Agreement, the Plan Supplement or related agreements, instruments or other documents created or entered into before or during the Chapter 11 Cases, the distribution of Securities pursuant to the Plan, or upon any other act or omission, transaction, agreement, event or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing; provided, however, that nothing in this Article VIII.C shall be construed to release any party or entity from gross negligence, intentional fraud, willful misconduct or criminal conduct, as determined by a Final Order; provided further, however that this Article VIII.C shall not release the Debtors, the Reorganized Debtors, their Estates, and the Released Parties from any Cause of Action held by a governmental entity existing as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Securities and Exchange Act of 1934 (as now in effect or hereafter amended), the Securities Act of 1933 (as now in effect or hereafter amended), or other securities laws of the United States or any domestic state, city or municipality, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

**Item 4. Acknowledgments and Certification.** By completing and submitting this Ballot, you acknowledge (1) that you are (a) the holder of a Second Lien Claim being voted or (b) the authorized signatory for an entity that is a holder of such Claims being voted, (2) that you have cast the same vote for or against the Plan with respect to all of your existing Second Lien Claim, and (3) that no other Ballots with respect to the amount of the Second Lien Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier Ballots are hereby revoked.

By completing and submitting this Ballot, you further acknowledge that (1) the solicitation of votes to accept or reject the Plan is subject to all the terms and conditions set forth in the Disclosure Statement, (2) that you have received a copy of the Disclosure Statement, (3) that the vote on the Plan is being made pursuant to the terms and conditions set forth therein, and (4) that if you vote to accept the Plan you will be deemed to consent to the releases, injunctions, and exculpation provisions specified in Article VIII of the Plan (even if you indicate your preference to opt out of the releases contained in Article VIII.C of the Plan), and (5) that if you vote to reject the Plan and do not indicate your preference to opt out of the releases contained in Article VIII.C of the Plan, you will be deemed to consent to the releases, injunctions, and exculpation provisions specified in Article VIII of the Plan.

| | |
|---|---|
| Name of Creditor: | ______________________________ |
| Signature: | ______________________________ |
| If by Authorized Agent, Name and Title: | ______________________________ |
| Name of Institution: | ______________________________ |
| Address: | ______________________________ |
| Telephone Number: | ______________________________ |
| Social Security or Federal Tax I.D. Number | ______________________________ |
| Date Completed | ______________________________ |

## INSTRUCTIONS FOR COMPLETING THE BALLOT

1. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by the Voting Agent is 5:00 p.m., prevailing Eastern Time, on August 23, 2016. Your completed Ballot must be actually received by the Voting Agent prior to the Voting Deadline. You may return your Ballot via first class mail, overnight courier, or hand delivery to the Voting Agent at:

   Epiq Corporate Restructuring
   777 Third Avenue, 12th Floor
   New York, NY 10017
   Attn: Atlas Balloting
   Telephone: (646) 282-2500

2. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a holder has multiple Claims within the same Class, the Debtors may, in its discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes.

3. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to the Voting Agent is at the election and risk of each holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that holders use an overnight or hand delivery service. In all cases, holders should allow sufficient time to assure timely delivery. Except in the Debtors' sole discretion, delivery of a Ballot to the Voting Agent by facsimile, e-mail, or any other electronic means shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors’ agents (other than the Voting Agent), the Debtors’ financial or legal advisors, any statutory committee, or such committee's advisors, and if so sent will not be counted.

4. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest valid Ballot timely received will supersede and revoke any earlier received Ballots.

5. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.

6. Please be sure to read the information regarding the Releases in Item 3.

7. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by the Voting Agent, the Debtors, or the Bankruptcy Court, must submit proper

evidence to the requesting party to act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

8. If you hold Claims in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you received.

9. Any Ballot that is properly completed, executed, and timely returned to the Voting Agent that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

10. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) except in the Debtors' sole discretion, any Ballot received after the Voting Deadline; any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim; (b) any Ballot cast by a person or entity that does not hold a Claim in a Voting Class; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT AT (646) 282-2500.**

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL MAKE YOU OR ANY OTHER PERSON AN AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH. THIS BALLOT SHALL NOT CONSTITUTE OR BE DEEMED TO CONSTITUTE (A) A PROOF OF CLAIM OR (B) AN ADMISSION BY THE DEBTORS OF THE NATURE, VALIDITY, OR AMOUNT OF ANY CLAIM.**

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**EXHIBIT D-3**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

| | | |
|---|---|---|
| In re: | : | Case No. 16- |
| ATLAS RESOURCE PARTNERS, L.P., *et al.* | : | Chapter 11 |
| Debtors. | : | |

**MASTER BALLOT FOR ACCEPTING OR REJECTING THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF ATLAS RESOURCE PARTNERS, L.P., *ET AL.*, PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 5—NOTES CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY AUGUST 23, 2016 AT 5:00 P.M. PREVAILING EASTERN TIME (THE "VOTING DEADLINE").**

On July 25, 2016, Atlas Resource Partners, L.P. and certain of its affiliates (collectively, the “Debtors”),[1] commenced solicitation of their Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al., Pursuant to Chapter 11 of the Bankruptcy Code dated July 25, 2016 (the "Prepackaged Plan" or "Plan").[2] The Plan is Exhibit A to the Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al., Pursuant to Chapter 11 of the Bankruptcy Code (the "Disclosure Statement”), which accompanies this master ballot (the "Master Ballot").

This Master Ballot is to be used by you, as a broker, bank, or other nominee (or as their proxy holder or agent) (each of the foregoing, a "Nominee"), to tabulate votes to accept or reject the Plan on behalf of Beneficial Holders of claims arising under or in connection with (i) the 9.25% senior unsecured notes (the "9.25% Senior Notes Claims") due 2021 and issued by Atlas Resource Partners Holdings, LLC and Atlas Resource Finance Corporation (the "9.25% Senior Notes") or (ii) the 7.75% senior unsecured notes (the "7.75% Senior Notes Claims") due 2021 and issued by Atlas Resource Partners Holdings, LLC and Atlas Resource Finance Corporation (the "7.75% Senior Notes" and, collectively

[1] The Debtors and the last four digits of their taxpayer identification numbers (as applicable) are as follows: Atlas Resource Partners, L.P. (1625), ARP Barnett Pipeline, LLC (2295), ARP Barnett, LLC (2567), ARP Eagle Ford, LLC (6894), ARP Mountaineer Production, LLC (9365), ARP Oklahoma, LLC (5193), ARP Production Company, LLC (9968), ARP Rangely Production, LLC (1625), Atlas Barnett, LLC (4688), Atlas Energy Colorado, LLC (0015), Atlas Energy Indiana, LLC (0546), Atlas Energy Ohio, LLC (5198), Atlas Energy Securities, LLC (5987), Atlas Energy Tennessee, LLC (0794), Atlas Noble, LLC (5139), Atlas Pipeline Tennessee, LLC (4919), Atlas Resource Finance Corporation (2516), Atlas Resource Partners Holdings, LLC (5285), Atlas Resources, LLC (2875), ATLS Production Company, LLC (0124), REI-NY, LLC (5147), Resource Energy, LLC (5174), Resource Well Services, LLC (5162), Viking Resources, LLC (5124). The address of the Debtors' corporate headquarters is Park Place Corporate Center One, 1000 Commerce Drive, Suite 400, Pittsburgh, PA 15275.

[2] The terms of the Plan described in this Ballot are a summary and for informational purposes only. Nothing in this Ballot shall modify or amend the terms of the Plan, and in the event of a conflict or inconsistency between the summary in this Ballot and the terms of the Plan, the terms of the Plan shall control. Capitalized terms not herein defined shall have the meanings ascribed to them in the Plan.

with the 9.25% Senior Notes Claims, the "Notes Claims"). Holders of Notes Claims as of the voting record date of July 21, 2016 (the "Record Date") are afforded the opportunity to vote in Class 5 ("Class 5") to accept or reject the Debtors' Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon holders if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the classes rejecting it, and otherwise satisfies the requirements of section 1129 of the Bankruptcy Code.

**HOLDERS SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE PLAN BEFORE VOTING. HOLDERS MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THEIR CLASSIFICATION AND TREATMENT UNDER THE PLAN.**

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT SO THAT IT IS RECEIVED BY EPIQ CORPORATE RESTRUCTURING, THE DEBTORS' VOTING AGENT (THE "VOTING AGENT") AT 777 THIRD AVENUE, 12TH FLOOR, NEW YORK, NY 10017, ATTN: ATLAS BALLOTING, PRIOR TO THE VOTING DEADLINE OF 5:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 23, 2016. IF THIS MASTER BALLOT IS NOT RECEIVED BY THE VOTING AGENT ON OR BEFORE THE VOTING DEADLINE, AND SUCH DEADLINE IS NOT EXTENDED BY ORDER OF THE BANKRUPTCY COURT, THE VOTES TRANSMITTED HEREBY WILL NOT COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, UNLESS THE DEBTORS, WITH THE CONSENT OF THE REQUIRED CONSENTING NOTEHOLDERS, GRANT YOU AN EXTENSION OF THE VOTING DEADLINE OR OTHERWISE AGREE TO WAIVE THE TIMELINESS REQUIREMENT.**

**IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON HOLDERS WHETHER OR NOT THEY VOTE. BALLOTS CAST BY FACSIMILE OR BY OTHER ELECTRONIC MEANS WILL NOT BE COUNTED.**

**Item 1. Certification of Authority To Vote.** The undersigned certifies that as of the Record Date, the undersigned (please check applicable box):

☐ Is a bank, broker, or other Nominee for the Beneficial Holders of the aggregate amount of Notes Claims listed in Item 2 below, and is the registered or record holder of the securities, or

☐ Is acting under a power of attorney and agency (a copy of which will be provided upon request) granted by a bank, broker, or other Nominee that is the registered or record holder of the aggregate amount of Notes Claims listed in Item 2 below, or

☐ Has been granted a proxy (an original of which is annexed hereto) from a bank, broker, or other nominee, or a Beneficial Holder, that is the registered or record holder of the aggregate amount of Notes Claims listed in Item 2 below and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Notes Claims described in Item 2 below.

**Items 2 and 3. Principal Amount of Class 5 Notes Claims Voted.** The undersigned transmits the following votes of Beneficial Holders of Class 5 Notes Claims and certifies that the following Beneficial Holders of Class 5 Notes Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Record Date and have delivered to the undersigned, as Nominee, ballots ("Ballots") casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all such Beneficial Holder's Class 5 Notes Claims to accept or reject the Plan and may not split such vote. Any Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, will not be counted.

| Your Customer Account Number For Each Beneficial Holder of Voting Class 5 Notes Claims | | ITEM 2. VOTE ON PLAN | | | ITEM 3. RELEASES |
|---|---|---|---|---|---|
| | | ACCEPT THE PLAN | OR | REJECT THE PLAN | Check box below if Beneficial Holder checked the box in Item 3 of Beneficial Holder's Ballot. |
| 1 | | $ | | $ | ☐ |
| 2 | | $ | | $ | ☐ |
| 3 | | $ | | $ | ☐ |
| 4 | | $ | | $ | ☐ |
| 5 | | $ | | $ | ☐ |
| 6 | | $ | | $ | ☐ |
| 7 | | $ | | $ | ☐ |
| 8 | | $ | | $ | ☐ |
| 9 | | $ | | $ | ☐ |
| 10 | | $ | | $ | ☐ |
| | **Totals:** | $ | | $ | |

**Item 4. Certification as to Transcription of Information from Item 4 of the Ballots as to Class 5 Notes Claims Voted through Other Ballots.** The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 3 of each of the Beneficial Holder's original Ballots, identifying any Class 5 Notes Claims for which such Beneficial Holders have submitted other Ballots other than to the undersigned.

| Your Customer Account Number For Each Beneficial Holder of Voting Class 5 Notes Claim That Completed Item 3 of the Ballot | | **TRANSCRIBE FROM ITEM 4 OF THE BALLOTS:** | | | |
|---|---|---|---|---|---|
| | | Account Number | Name of Holder (Registered Holder or Nominee) | CUSIP of Other Class 5 Notes Claims Voted | Principal Amount of Other Class 5 Notes Claim Voted |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Item 5**. **Acknowledgments and Certifications.** By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors: (i) that it has received a copy of the Disclosure Statement, the Plan, and the Solicitation Package, and has delivered the same to the Beneficial Holders listed on the Ballots; (ii) that it has received a completed and signed Ballot from each Beneficial Holder listed in Item 2 of this Master Ballot; (iii) that it is the registered holder of the securities being voted; (iv) that it has been authorized by each such Beneficial Holder to vote on the Plan; (v) that each Beneficial Holder has certified to the undersigned or to an intermediary nominee, as applicable, that it is eligible to vote on the Plan; (vi) that no other Master Ballots with respect to the amount of the Class 5 Claims identified in Items 2 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier Ballots are hereby revoked; (vii) that it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered; and (viii) that it has properly disclosed: (a) the number of Beneficial Holder who completed Ballots; (b) the respective amounts of the Class 5 Claim(s) owned, as the case may be, by each Beneficial Holder who completed a Ballot; (c) each such Beneficial Holder's respective vote concerning the Plan; (d) each such Beneficial Holder's certification as to other Class 5 Claims voted; and (e) the customer account or other identification number for each such Beneficial Holder.

| | |
|---|---|
| Name of Nominee: | ______________________________ |
| Participant number: | ______________________________ |
| Name of proxy holder or agent for Nominee (if applicable) | ______________________________ |
| Signature: | ______________________________ |
| Name of Signatory: | ______________________________ |
| Title: | ______________________________ |
| Street Address: | ______________________________ |
| City, State, Zip Code: | ______________________________ |
| Telephone Number: | ______________________________ |
| Date Completed: | ______________________________ |

## INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

1. Capitalized terms used in this Master Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. The Court may confirm the Plan and thereby bind the Beneficial Holders by the terms of the Plan. Please review the Disclosure Statement for more information.

3. The Voting Deadline for the receipt of Master Ballots by the Voting Agent is 5:00 p.m. (prevailing Eastern Time) on August 23, 2016. Your completed Master Ballot must be received by the Voting Agent on or before the Voting Deadline. You may return the Master Ballot to the Voting Agent at:

   Epiq Corporate Restructuring
   777 Third Avenue, 12th Floor
   New York, NY 10017
   Attn: Atlas Balloting
   Telephone: (646) 282-2500

4. You should immediately distribute the Ballots and the Solicitation Package to all Beneficial Holders of Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. Any Ballot returned to you by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Notice, Claims, and Solicitation Agent, a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline.

5. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute this Master Ballot; (c) transmit such Master Ballot to the Voting Agent by the Voting Deadline; and (d) retain such Ballots in your files for at least one year after the Effective Date of the Plan. You may be ordered to produce the Ballots to the Debtors or the Bankruptcy Court.

6. If a Master Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. In all cases, Entities should allow sufficient time to assure timely delivery. Delivery of a Master Ballot to the Voting Agent by facsimile, or any other electronic means shall not be valid.

7. If multiple Ballots or Master Ballots are received from a Nominee with respect to the same Claim prior to the Voting Deadline, the latest dated valid Ballot or Master Ballot timely received will supersede and revoke any earlier received Ballot or Master Ballot.

8. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.

9. This Master Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.

10. Please be sure to sign and date your Master Ballot. If you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by the

Voting Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.

11. If you are both the Nominee and the Beneficial Holder of any of the Class 5 Claims and you wish to vote such Class 5 Claims, you may return a Ballot or Master Ballot for such Class 5 Claims.

12. The following Ballots and Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim; (b) any Ballot or Master Ballot cast by an entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Master Ballot; (d) any Ballot or Master Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot or Master Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures.

13. If you believe you have received this Master Ballot in error, you should contact the Voting Agent immediately at (646) 282-2500.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT AT (646) 282-2500.**

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL MAKE YOU OR ANY OTHER PERSON AN AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH. THIS BALLOT SHALL NOT CONSTITUTE OR BE DEEMED TO CONSTITUTE (A) A PROOF OF CLAIM OR (B) AN ADMISSION BY THE DEBTORS OF THE NATURE, VALIDITY, OR AMOUNT OF ANY CLAIM.**

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

| | | |
|---|---|---|
| - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | x | |
| | : | |
| In re: | : | Case No. 16- |
| | : | |
| ATLAS RESOURCE PARTNERS, L.P., *et al.* | : | Chapter 11 |
| | : | |
| Debtors. | : | |
| | : | |
| - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | x | |

**BENEFICIAL HOLDER BALLOT FOR ACCEPTING OR REJECTING THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF ATLAS RESOURCE PARTNERS, L.P., *ET AL.*, PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 5—NOTES CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.**

**THIS BALLOT (OR THE MASTER BALLOT INCLUDING YOUR VOTE) MUST BE ACTUALLY RECEIVED BY AUGUST 23, 2016 AT 5:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE").**

**CUSIP NUMBER [INSERT CUSIP]**

If you are, as of July 21, 2016 (the "Record Date"), a beneficial holder of a claim against Atlas Resource Partners, L.P. and certain of its affiliates (the "Debtors")[1] arising under or in connection with (i) the 9.25% senior unsecured notes (the "9.25% Senior Notes Claims") due 2021 and issued by Atlas Resource Partners Holdings, LLC and Atlas Resource Finance Corporation (the "9.25% Senior Notes") or (ii) the 7.75% senior unsecured notes (the "7.75% Senior Notes Claims," collectively, with the 9.25% Senior Notes Claims, the "Notes Claims") due 2021 and issued by Atlas Resource Partners Holdings, LLC and Atlas Resource Finance Corporation (the "7.75% Senior Notes," collectively, with the 9.25% Senior Notes, the "Senior Notes"), please use this ballot (the "Ballot") to accept or reject the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al., Pursuant to Chapter 11 of the Bankruptcy Code dated July 25, 2016 (the "Prepackaged Plan" or "Plan").[2]

The Plan is attached as Exhibit A to the Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Atlas Resource Partners, L.P., et al., Pursuant to Chapter 11 of the Bankruptcy Code (the "Disclosure Statement"), which accompanies this Ballot. Holders of Notes Claims as of the Record Date are afforded the opportunity to vote in class 5 ("Class 5") to accept or reject the Debtors' Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the classes rejecting it, and otherwise satisfies the requirements of section 1129 of the Bankruptcy Code.

**YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND YOUR CLASSIFICATION AND TREATMENT UNDER THE PLAN.**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING (THE "VOTING AGENT") PRIOR TO THE VOTING DEADLINE OF 5:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 23, 2016. IF, HOWEVER, YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, YOU MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE TO CAST YOUR VOTE AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE VOTING AGENT BY THE VOTING DEADLINE IN ORDER FOR YOUR VOTE TO BE COUNTED. IF THE BALLOT OR MASTER BALLOT CONTAINING YOUR VOTE IS NOT RECEIVED BY THE VOTING AGENT ON OR BEFORE THE VOTING DEADLINE, AND SUCH DEADLINE IS NOT EXTENDED BY ORDER OF THE BANKRUPTCY COURT, YOUR VOTE WILL NOT COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, UNLESS THE DEBTORS, WITH THE CONSENT OF**

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[1] The Debtors and the last four digits of their taxpayer identification numbers (as applicable) are as follows: Atlas Resource Partners, L.P. (1625), ARP Barnett Pipeline, LLC (2295), ARP Barnett, LLC (2567), ARP Eagle Ford, LLC (6894), ARP Mountaineer Production, LLC (9365), ARP Oklahoma, LLC (5193), ARP Production Company, LLC (9968), ARP Rangely Production, LLC (1625), Atlas Barnett, LLC (4688), Atlas Energy Colorado, LLC (0015), Atlas Energy Indiana, LLC (0546), Atlas Energy Ohio, LLC (5198), Atlas Energy Securities, LLC (5987), Atlas Energy Tennessee, LLC (0794), Atlas Noble, LLC (5139), Atlas Pipeline Tennessee, LLC (4919), Atlas Resource Finance Corporation (2516), Atlas Resource Partners Holdings, LLC (5285), Atlas Resources, LLC (2875), ATLS Production Company, LLC (0124), REI-NY, LLC (5147), Resource Energy, LLC (5174), Resource Well Services, LLC (5162), Viking Resources, LLC (5124). The address of the Debtors' corporate headquarters is Park Place Corporate Center One, 1000 Commerce Drive, Suite 400, Pittsburgh, PA 15275.

[2] The terms of the Plan described in this Ballot are a summary and for informational purposes only. Nothing in this Ballot shall modify or amend the terms of the Plan, and in the event of a conflict or inconsistency between the summary in this Ballot and the terms of the Plan, the terms of the Plan shall control. Capitalized terms not herein defined shall have the meanings ascribed to them in the Plan.

**THE REQUIRED CONSENTING NOTEHOLDERS, GRANT YOU AN EXTENSION OF THE VOTING DEADLINE OR OTHERWISE AGREE TO WAIVE THE TIMELINESS REQUIREMENT.**

**IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE. BALLOTS CAST BY FACSIMILE OR BY OTHER ELECTRONIC MEANS WILL NOT BE COUNTED.**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Item 1. Amount of Claim.** The undersigned certifies that as of the Record Date, which is July 21, 2016, the undersigned was the beneficial holder (or authorized signatory) of Class 5 Notes Claims in the following principal amount (do not include interest):

| **Claim Amount** |
|---|
| $ |

**Item 2. Vote On Plan.** The undersigned beneficial holder (or authorized signatory therefor) of a Class 5 Notes Claim hereby votes to (please check one box) (if not box is checked you will deemed to have declined to participate in the Exit Facility as an Exit Facility Revolving Lender):

| **Accept the Plan** | **Reject the Plan** |
|---|---|
| ☐ | ☐ |

PLEASE TAKE NOTE THAT IF YOU SUBMIT THIS BALLOT TO THE VOTING AGENT AND EITHER: (I) FAIL TO INDICATE WHETHER YOU ARE ACCEPTING OR REJECTING THE PLAN OR (II) CHECK BOTH BOXES INDICATING THAT YOU ARE BOTH ACCEPTING AND REJECTING THE PLAN, YOUR BALLOT WILL NOT BE COUNTED.

**Item 3. Releases.**

**IMPORTANT INFORMATION REGARDING RELEASES BY HOLDERS OF CLAIMS**

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT AND VOTE TO ACCEPT THE PLAN, YOU ARE AUTOMATICALLY DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN (EVEN IF YOU CHECK THE BOX BELOW). YOU ARE ALSO DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN IF YOU VOTE TO REJECT THE PLAN BUT YOU DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES DESCRIBED IN THE PLAN. IF YOU ABSTAIN FROM VOTING, YOU WILL NOT BE DEEMED TO HAVE ACCEPTED THE RELEASE.

By checking the box below, the undersigned holder of a Notes Claim in the amount identified in Item 1 above, having voted to reject the Plan, elects to (optional):

☐ Opt Out of the Release Provisions

**On and after the Effective Date, to the fullest extent allowed by applicable law, and except as otherwise specifically provided in the Plan or the Confirmation Order, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed and includes the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement that Plan, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, the Reorganized Debtors, their Estates, and the Released Parties from any and all claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims, asserted or assertable on behalf of a Debtor, the Estates, the holder of any Claim, or any other Person or Entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that such Person or Entity ever had, now has, or hereafter can, shall, or may have, or would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of**

**the holder of any Claim or Interest or other Person or Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts and the negotiation, formulation or preparation of any transactions or documents in connection therewith, the Debtors' intercompany transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, including any tender rights provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by the Plan, the business or contractual arrangements and any other transaction or other arrangement between any Debtor or Estate and any Releasing Party, the Chapter 11 Cases, the pursuit of confirmation of the Plan, the Restructuring Transactions, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Definitive Documentation, the Restructuring Support Agreements, the First Lien Documents, the Drilling Partnership Secured Hedging Facility Agreement, the Secured Swap Agreements, the Second Lien Credit Agreement, the Notes Indentures, the Swap Contracts, the Exit Facility, the New Second Lien Credit Agreement, the Plan Supplement or related agreements, instruments or other documents created or entered into before or during the Chapter 11 Cases, the distribution of Securities pursuant to the Plan, or upon any other act or omission, transaction, agreement, event or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing; provided, however, that nothing in this Article VIII.C shall be construed to release any party or entity from gross negligence, intentional fraud, willful misconduct or criminal conduct, as determined by a Final Order; provided further, however that this Article VIII.C shall not release the Debtors, the Reorganized Debtors, their Estates, and the Released Parties from any Cause of Action held by a governmental entity existing as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Securities and Exchange Act of 1934 (as now in effect or hereafter amended), the Securities Act of 1933 (as now in effect or hereafter amended), or other securities laws of the United States or any domestic state, city or municipality, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Item 4. Other Class 5 Ballots Voted.** By returning this Ballot, the beneficial holder of the Class 5 Notes Claims identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for Class 5 Notes Claims owned by such holder, except as identified in the following table, and (b) all Ballots submitted by the beneficial holder indicate the same vote to accept or reject the Plan that the holder has indicated in Item 2 of this Ballot (please use additional sheets of paper if necessary):

| Account Number | Name of Holder (Registered Holder or Nominee) | CUSIP of Other Class 5 Notes Claims Voted | Principal Amount of Other Class 5 Notes Claims Voted |
|---|---|---|---|
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |

**ONLY COMPLETE THE TABLE ABOVE IF YOU HAVE VOTED OTHER CLASS 5 NOTES CLAIMS ON OTHER BALLOTS.**

**Item 5. Acknowledgments and Certifications.** By completing and submitting this Ballot, you acknowledge (1) that you are (a) the beneficial holder of a Notes Claim being voted or (b) the authorized signatory for an entity that is a beneficial holder of such Claims being voted, (2) that you have cast the same vote for or against the Plan with respect to all of your existing Notes Claims, and (3) that no other Ballots with respect to the amount of the Notes Claim identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier Ballots are hereby revoked.

By completing and submitting this Ballot, you further acknowledge that (1) the solicitation of votes to accept or reject the Plan is subject to all the terms and conditions set forth in the Disclosure Statement, (2) that you have received a copy of the Disclosure Statement, (3) that the vote on the Plan is being made pursuant to the terms and conditions set forth therein, (4) that if you vote to accept the Plan you will be deemed to consent to the releases, injunctions, and exculpation provisions specified in Article VIII of the Plan (even if you indicate your preference to opt out of the releases contained in Article VIII.C of the Plan), and (5) that if you vote to reject the Plan and do not indicate your preference to opt out of the releases contained in Article VIII.C of the Plan, you will be deemed to consent to the releases, injunctions, and exculpation provisions specified in Article VIII of the Plan.

| | |
|---|---|
| Name of Beneficial Holder: | ____________________ |
| Signature: | ____________________ |
| If by Authorized Agent, Name and Title[1]: | ____________________ |
| Name of Institution: | ____________________ |
| Street Address: | ____________________ |
| City, State, Zip Code: | ____________________ |
| Telephone Number | ____________________ |
| Date Completed: | ____________________ |

[1] If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship

## INSTRUCTIONS FOR COMPLETING BALLOTS

1. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) review the other items in the Ballot; (d) sign and return the Ballot to the address set forth in the envelope provided or as indicated by your Nominee.

2. The Voting Deadline for the receipt of Ballots and Master Ballots by the Voting Agent is 5:00 p.m., prevailing Eastern Time, on August 23, 2016. If you are returning your Ballot to your Nominee, please return it by the deadline provided by your Nominee or otherwise allow sufficient time for your vote to be included on a Master Ballot and forwarded to the Voting Agent by the Voting Deadline.

3. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a holder has multiple Claims within the same Class, the Debtors may, in his discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes.

4. If a Ballot or Master Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. Delivery of a Ballot or Master Ballot to the Voting Agent by facsimile, e-mail, or any other electronic means shall not be valid. No Ballot or Master Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Voting Agent), the Debtors' financial or legal advisors, any statutory committee, or such statutory committee's advisors, and if so sent will not be counted.

5. If multiple Ballots or Master Ballots are received from a Nominee with respect to the same Claim prior to the Voting Deadline, the latest dated valid Ballot or Master Ballot timely received will supersede and revoke any earlier received Ballot or Master Ballot.

6. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.

7. Please be sure to read the information regarding the Third Party Releases in Item 3.

8. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by the Voting Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

9. If you hold Claims in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you received.

10. Any Ballot that is properly completed, executed, and timely returned to the Voting Agent that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

11. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) except in the Debtors' sole discretion, any Ballot received after the Voting Deadline; any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim; (b) any Ballot cast by a person or entity that does not hold a Claim in a Voting Class; (c) any unsigned Ballot; (d) any Ballot not marked to accept

or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT AT (646) 282-2500.**

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL MAKE YOU OR ANY OTHER PERSON AN AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH. THIS BALLOT SHALL NOT CONSTITUTE OR BE DEEMED TO CONSTITUTE (A) A PROOF OF CLAIM OR (B) AN ADMISSION BY THE DEBTORS OF THE NATURE, VALIDITY, OR AMOUNT OF ANY CLAIM.**